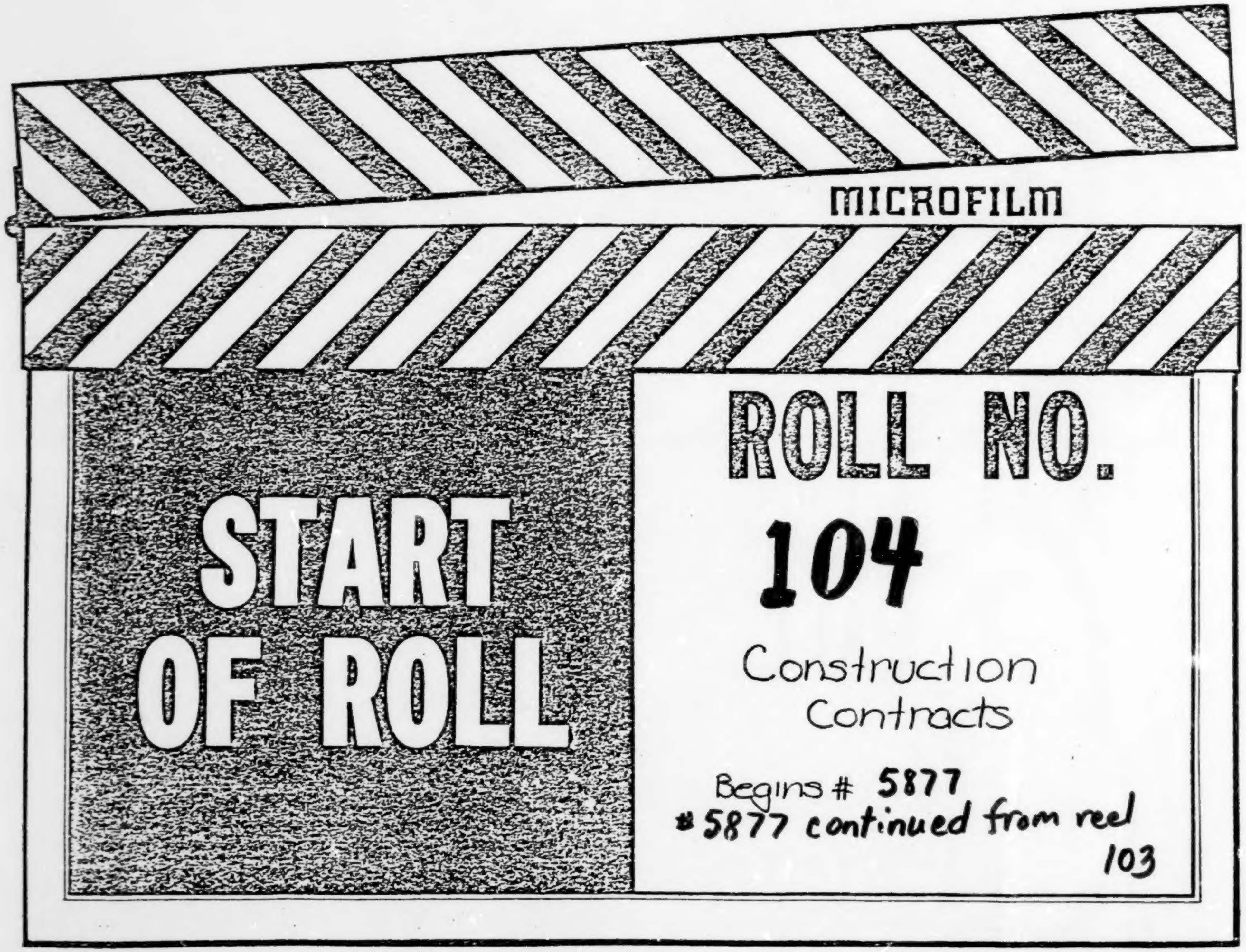

START OF ROLL

ROLL NO.

104

Construction
Contracts

Begins # 5877
#5877 continued from reel
103

EBF-124(16) Cape Sebastian-Myers Creek
Section of the Oregon Coast Hwy.
#5877 S. of Gold Beach. 1961

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MAR 22 1961
FOR FILING
EBF-124(16)
5877

P

408 State Highway Building
Salem, Oregon

March 20, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project EBF-124(16)

We have today approved the P. S. and E. documents for Oregon Project EBF-124(16), Cape Sebastian - Myers Creek Section, Oregon Coast Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Federal participation in the cost of stock-piled materials included in the proposed work will be withheld until such materials are incorporated into the project under a future contract or contracts.

The authorization granted hereunder is subject to this mutual understanding and agreement: (a) that payment of Federal funds for the project that the Bureau of Public Roads may be required to make to the State shall be made at times and in amounts and upon the basis of funds available therefor out of Highway Trust Fund revenues, as determined by the Bureau of Public Roads; (b) that any deferment of payment of Federal funds therefor shall not impose upon the Federal Government a liability for any penelty, interest or other cost attributable to the deferment; and (c) that any increase in the cost of the project to the State resulting from or incurred by reason of such deferment shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or in part, by the Federal Government.

The engineer's estimate for this project included, as contingent items, the construction of curbs and down drains. The special provisions provide for the work being accomplished by State forces or by the contractor, as the engineer may decide. If performed by the contractor, payment would be either on the force account basis or at an agreed price.

As brought out in our November 14, 1960 letter in connection with Project U-155(7) in Pendleton, it is the policy of this office to discourage such practice, especially when the additional work can be anticipated at the P. S. and E. stage and when the work is suitable for competitive bidding.

(MORE)

NOTED
FORREST COOPER

Since the work involved here falls in that category, we are approving P. S. and E. with the understanding that construction of curbs and down drains will be excluded from Federal participation.

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JUL 25 1960
FORM E-30X 50M 7-59 22125

FOR FILING
EBF-124(16)
5877

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 22, 1960

SUBJECT: Benefit Quotient
Oregon Coast Highway

1671
1718

To: Tom Edwards
Construction Engineer
Office

In compliance with the verbal request of Mr. Bruce Taylor, we are transmitting herewith a copy of the Engineering and Economic Considerations Involved in the Realignment of the Oregon Coast Highway between Cape Sebastian and Myers Creek.

J. Al. Head
Assistant Traffic Engineer

GLS:mp
Attachment
cc: Forrest Cooper (Attach.)
G. S. Paxson (Attach.)

NOTED
FORREST COOPER

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JUL 22 1960
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
July, 1960

ENGINEERING AND ECONOMIC CONSIDERATIONS INVOLVED IN THE REALIGNMENT OF THE OREGON COAST HIGHWAY BETWEEN CAPE SEBASTIAN AND MYERS CREEK

Case 1

Improve the existing highway between Cape Sebastian and Myers Creek.

The present average daily traffic on this section of highway is estimated at 1,000 vehicles. Projecting this traffic ahead, it is estimated that the average daily traffic on this proposed improvement for the next 30 years will be 2,000 vehicles.

This construction calls for the expenditure of $1,790,000 for right of way and construction of 4.11 miles of reconstruction. This proposed improvement has a distance savings of 0.43 mile over the present highway. The estimated annual cost of construction, maintenance, et cetera is $90,281.

The reduction in distance and improvement of alignment of this proposed construction results in a mileage-element savings of $30,028 and a time-element savings of $49,696, for a total user benefit of $79,724.

The ratio of user benefits to the total annual cost indicates that for every dollar spent on this project, the road user will receive $0.88 in benefits.

Length of New Construction	4.11 miles	
Savings in Travel Distance	0.43 miles	
Reduction in rise and Fall	105 feet	
Reduction in Degrees of Central Angle	2,680 degrees	
Estimated Cost of Construction	$1,790,000	
Estimated Annual Cost of Construction, Maintenance, etc.	90,281	
Estimated Annual Value of Benefits to Users.	79,724	
Dollars of Annual Benefits for Each Dollar of Annual Cost		$0.88

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
July, 1960

ENGINEERING AND ECONOMIC CONSIDERATIONS INVOLVED IN THE REALIGNMENT OF THE OREGON COAST HIGHWAY BETWEEN CAPE SEBASTIAN AND MYERS CREEK

Case 2

Realignment of the Oregon Coast Highway from Cape Sebastian to Myers Creek via Waller's route which is to the west of the existing highway.

The present average daily traffic on this section of highway is estimated at 1,000 vehicles. Projecting this traffic ahead, it is estimated that the average daily traffic on this proposed improvement for the next 30 years will be 2,000 vehicles.

This construction calls for the expenditure of $1,465,000 for right of way and construction of 3.44 miles of new alignment. This proposed improvement has a distance savings of 1.10 miles over the present highway. The estimated annual cost of construction, maintenance, et cetera, is $81,608.

The reduction in distance and improvement of alignment of this proposed construction results in a mileage-element savings of $65,375 and a time-element savings of $70,492, for a total user benefit of $135,867.

The ratio of user benefits to the total annual cost indicates that for every dollar spent on this project, the road user will receive $1.66 in benefits.

Length of New Construction	3.44 miles	
Savings in Travel Distance	1.10 miles	
Reduction in Rise and Fall	105 feet	
Reduction in Degrees of Central Angle	3,026 degrees	
Estimated Cost of Construction	$1,465,000	
Estimated Annual Cost of Construction, Maintenance, etc.	81,608	
Estimated Annual Value of Benefits to Users	135,867	
Dollars of Annual Benefits for Each Dollar of Annual Cost		$1.66

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
July, 1960

ENGINEERING AND ECONOMIC CONSIDERATIONS INVOLVED IN THE REALIGNMENT OF THE OREGON COAST HIGHWAY BETWEEN CAPE SEBASTIAN AND MYERS CREEK

Case 3

Realignment of the Oregon Coast
Highway from Cape Sebastian to
Myers Creek via located route
near the coast line.

The present average daily traffic on this section of highway is estimated at 1,000 vehicles. Projecting this traffic ahead, it is estimated that the average daily traffic on this proposed improvement for the next 30 years will be 2,000 vehicles.

This construction calls for the expenditure of $1,420,000 for right of way and construction of 3.19 miles of new alignment. This proposed improvement has a distance savings of 1.35 miles over the present highway. The estimated annual cost of construction, maintenance, et cetera, is $78,822.

The reduction in distance and improvement of alignment of this proposed construction results in a mileage-element savings of $79,012 and a time-element savings of $75,005, for a total user benefit of $154,017.

The ratio of user benefits to the total annual cost indicates that for every dollar spent on this project, the road user will receive $1.95 in benefits.

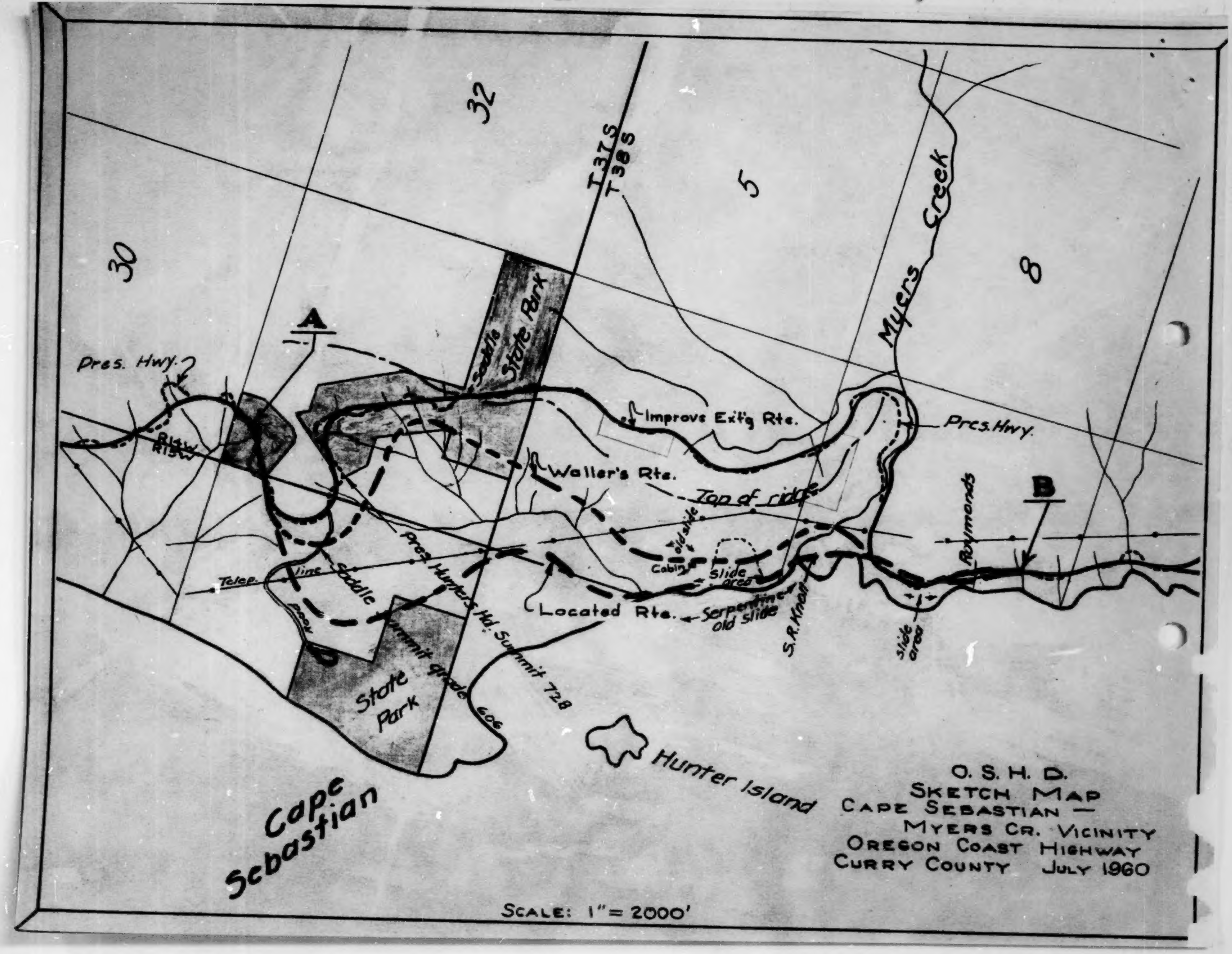
Length of New Construction	3.19 miles	
Savings in Travel Distance	1.35 miles	
Reduction in Rise and Fall	125 feet	
Reduction in Degrees of Central Angle	3,194 degrees	
Estimated Cost of Construction	$1,420,000	
Estimated Annual Cost of Construction, Maintenance, etc.	78,822	
Estimated Annual Value of Benefits to Users	154,017	
Dollars of Annual Benefits for Each Dollar of Annual Cost		$1.95

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
July, 1960

PRESENT AND PROPOSED ROUTES, OREGON COAST HIGHWAY

Cape Sebastian - Myers Creek

Section	Length Miles	Distance Savings Miles	Construction Cost	R/W Cost	Total Cost	Annual Cost	Annual Benefits	Benefit Quotient
Present Route	4.54							
Case 1 (Improve Existing)	4.11	0.43	$1,715,000	$ 75,000	$1,790,000	$ 90,281	$ 79,724	0.88
Case 2 (Waller's Route)	3.44	1.10	1,370,000	95,000	1,465,000	81,608	135,867	1.66
Case 3 (Located Route)	3.19	1.35	1,335,000	85,000	1,420,000	78,822	154,017	1.95



O. S. H. D.
SKETCH MAP
CAPE SEBASTIAN —
MYERS CR. VICINITY
OREGON COAST HIGHWAY
CURRY COUNTY JULY 1960

SCALE: 1" = 2000'

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FOR FILING

EBF 134(10)

5077

1071
1718

July 18, 1960

AIRMAIL

Honorable Charles O. Porter
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Porter:

In line with your request of June 23, 1960, I am attaching a small-scale sketch map showing the locations of routes studied through the property of John Hewitt, Jr. As indicated on the map, we considered the possibility of improving the existing route; a second location, termed Waller's Route; and our located line, on which we have awarded a contract for construction. I am also attaching a tabulation of the physical characteristics of these three routes.

You will note that the located line on which we are presently constructing is considerably shorter than either of the other two routes. The total central angle is greatly reduced and we can get a maximum of a 6° 30' curve, as compared with a maximum of a 10° curve on either of the other two routes. You will also note the total estimated cost is $45,000 cheaper than Waller's Route and $370,000 cheaper than the improvement of the existing highway.

I trust the foregoing will give you the information desired as well as our reasons for the selection of the route. I wish to thank you for your interest in this matter.

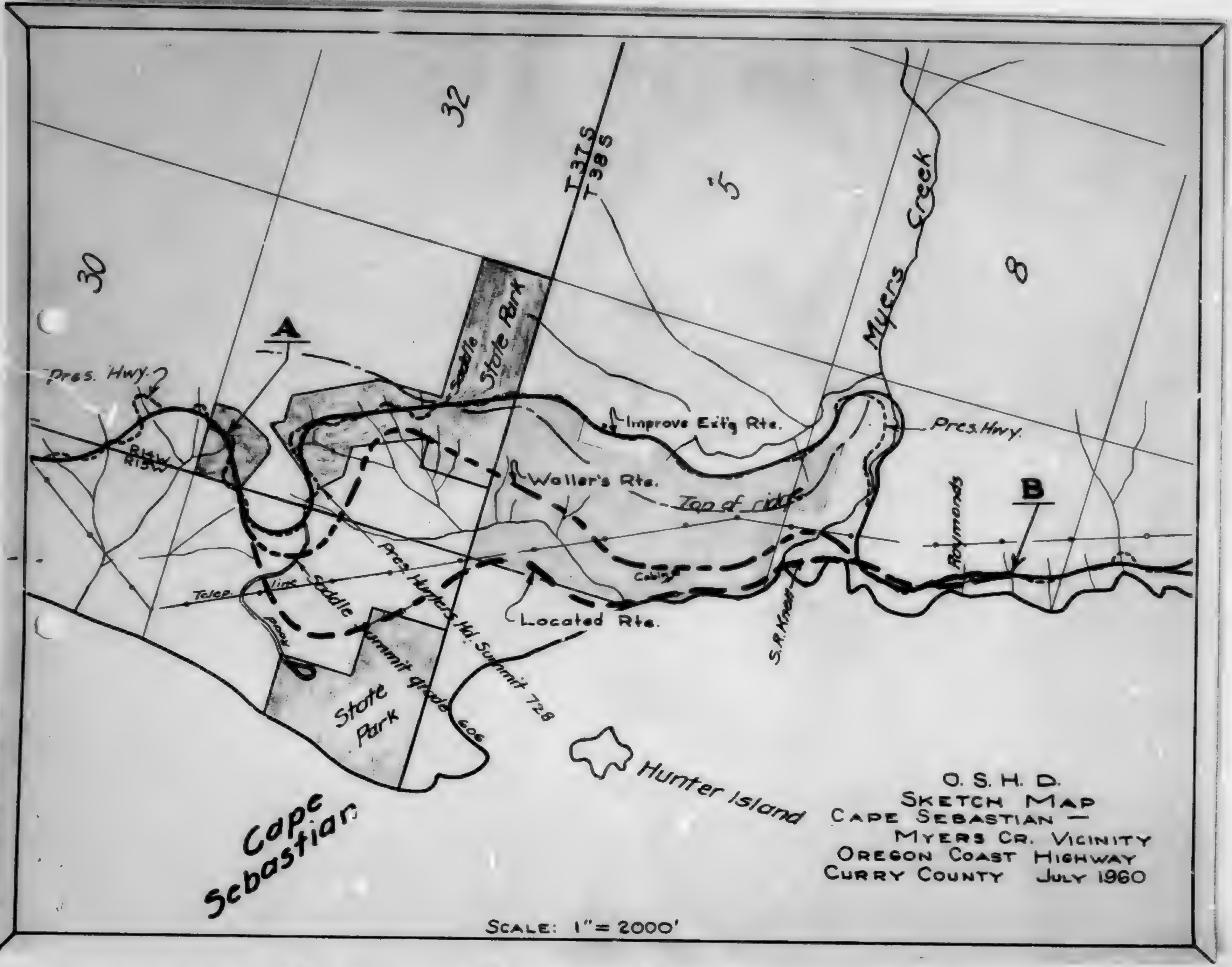
Very truly yours,

W. C. Williams
State Highway Engineer

DJB:jk me

Enclosure

cc Mr. Forrest Cooper
Mr. Tom Edwards



O. S. H. D.
SKETCH MAP
CAPE SEBASTIAN —
MYERS CR. VICINITY
OREGON COAST HIGHWAY
CURRY COUNTY JULY 1960

SCALE: 1" = 2000'

PHYSICAL CHARACTERISTICS

CAPE SEBASTIAN-MYERS CREEK
OREGON COAST HIGHWAY

	EXISTING FACILITY	IMPROVE EXISTING	WALLER'S OCEAN RTE.	LOCATED ROUTE
Length, Miles	4.54	4.11	3.44	3.19
Total Central Angle	3,648°	968°	622°	454°
Total Number of Curves	67	12	9	11
Maximum Curve	64°	10°	10°	6°30'
Number of Maximum Curves	1	4	4	2
Maximum Central Angle, 1 Curve	138°	201°	143°	88°
Maximum Grade	6%	6%	6%	7%
Length Maximum Grade	2,700'	3,600'	5,400'	7,300'
Length 3%+ Grade	14,000'	12,000'	13,000'	9,700'
Total Rise and Fall	775'	670'	670'	650'

COST SUMMARY

Grading and Paving		$1,575,000	$1,230,000	$1,195,000
Structures		140,000	140,000	140,000
Right of Way		75,000	95,000	85,000
Interchanges		— — — —	— — — —	— — — —
Estimated Total Cost		$1,790,000	$1,465,000	$1,420,000

CHARLES O. PORTER
4TH DISTRICT, OREGON

COMMITTEE:
POST OFFICE AND CIVIL SERVICE

JACK L. BILLINGS
ADMINISTRATIVE ASSISTANT

BARBARA BURKE
SECRETARY

LAURA OLSON
RESEARCH ASSISTANT

Congress of the United States
House of Representatives
Washington, D. C.

PLEASE RETURN TO
FORREST COOPER

[illegible] HOUSE OFFICE BUILDING
WASHINGTON 25, D.C.
CAPITOL 4-3121, EXT. 5811

856 PEARL STREET
EUGENE, OREGON
DIAMOND 4-3237

GOLDY BUILDING
MEDFORD, OREGON
SPRING 2-6819

June 23, 1960

AIR MAIL

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Mr. Williams:

When I was down in Curry County last month I was told that the new route of 101 might well be on the west side of the cabin Dave Shaw built near Cape sebastian and which property is now owned by John Hewitt, Jr. of Tacoma. I have mixed feelings about this route but I suppose there are engineering considerations as well as aesthetic considerations.

If it isn't too much trouble, I'd like to know where the highway will go in this vicinity and how the costs compare between the shoreline route and the interior route.

With best personal regards,

Sincerely,

Charles O. Porter
Member of Congress

COP:es

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JUN 27 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 10 1960
FOR FILING

EBF-174(12)

5877

June 10, 1960

1671

Mr. John Hewitt, Jr.
614 North "D" Street
Tacoma, Washington

Dear Mr. Hewitt:

Reply is made to your letter of May 24 concerning the Cape Sebastian-Myers Creek Section of the Oregon Coast Highway.

The location of the Oregon Coast Highway from Gold Beach to Brookings was one of the most difficult pieces of engineering that the Highway Department has encountered on our rural systems. It was only after careful engineering studies that the route was selected as being the proper one.

The acquisition of right of way for a highway improvement can and often does cause a disruption to private properties; however, the State is required by law to justly compensate the owner for the value of the property taken and damage to the remainder.

After considering this matter, the Highway Commission awarded the contract for the construction of the road from Cape Sebastian to Myers Creek along the route selected and the construction is imminent. I cannot recommend any change at this time.

Finally, if upon completion of your indicated certified land survey your property lines are materially changed from our findings of them, we will be most happy to reconsider the evaluation of the property area which we desire to acquire.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Walter T. Wright

VDW:er FC:fn

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1960

SUBJECT: File No. 30383 - Hewitt, Sr.
File No. 30384 - Hewitt, Jr.
Cape Sebastian-Myers Creek Section
Oregon Coast Highway
Curry County

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

You have forwarded to me for a report a letter dated May 24, 1960, from John Hewitt, Jr.

Mr. Hewitt called in this office about a month ago with relation to the land survey as it affects the Hewitt properties. It was his contention that Collier Buffington had assured his father that the property shown on our File No. 30383 had several hundred feet of ocean frontage. Our survey does not bear out this contention.

We append a sketch of 1"=400' scale. I told Mr. Hewitt that we are not in the land survey business and that we do not guarantee that the legal subdivision lines as shown on our maps are necessarily correct. I told him that we make every reasonable effort to tie in sufficient corners to accurately establish these lines, but that, in the instance of his property, we had not found enough corners to clearly establish the section line between Sections 1 and 6. I told him that, if a certified land survey established this section line in a different position relative to our center line, we would reconsider the evaluation of the property area that we desire to acquire. This is the matter to which the second paragraph of Mr. Hewitt's letter refers.

I believe that the remainder of his letter raises two inquiries, neither of which is within my province. First, the matter of acquisition for park purposes of the property remainders between the highway right of way and the ocean. Second, Mr. Hewitt seems to be raising a question of the engineering feasibility of our location and the advisability of construction so near the ocean (in the vicinity of Myers Creek, I presume).

REFERRED TO
Wolfe
BY DEPUTY STATE HIGHWAY ENGINEER
Draft Reply

My only comment concerns the first matter. I would like to raise my voice in protest of the thinking which was aired at the last Commission meeting concerning the disassociation of right of way and park acquisition, with a probability of wanting to go back later to make the park acquisition.

I will point out that on the Newhouse property, at least, we will have benefited the property without question and greatly enhanced the value. It seems to me that the policy decisions we take as to whether we want these properties for park purposes should be on the long range basis. If we foresee any need for the properties, we should stand firm and take them now, rather than enhance the value by highway construction prior to the acquisition for park purposes.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

Attachment

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John Hassett

24 May 1960

Mr. W.C. Williams
State Highway Engineer
Salem, Oregon.

cc Wright - Report & Sketch

1671

B/U June 6

Dear Mr. Williams:

Your letter of May 16th received. Thank you for your reply.

I am presently employing an engineer to survey both my property and My Fathers to see where the exact meander line occurs on our western shore. When I have this information I would like to visit Salem and see you and several others in the Highway Dept. in regard to the right of way. I will call you prior to my trip down to insure that you will be available for an interview.

Of course I am aware of the new highway construction both North and South of our property and it is evident that the State Highway Dept's. policy has been to acquire by purchase or condemnation the State's ocean frontage. In general I concur that this has been a wise and beneficial policy but when taken too severely it can work to injustice and obviate a property owners rights. I have heard criticism of the State's method of acquisition and if it was a question of having some right of way on the ocean or none I think I would feel more kindly towards your offer but consider the amount of State ownership of land on the Oregon coast and you find the vast majority of property owned by the State. Consequently, if as you say the costs are comparable; I will want to see the estimates when I visit you in Salem , I do not see any great advantage in building along the ocean front. There are miles and miles of highway close to the ocean and I don't think the road user will be inconvenienced by the alternate inland route. However, think of how a highway severing my access to the ocean will affect my property and plans? How would you feel if you were confronted with the situation?

From the Cape to Myers Creek there are basically three ownerships, ourselves included, and I am convinced after talking with the Walker's and Mr. Newhouse that they would much prefer the Highway to follow the present Coast Highway. I understand that Mr. Newhouse has made his peace with your department but I still feel confident that he would prefer the above route.

The headlines in todays paper are full of the tidal wave news and I am wondering how your coastal stretches of road would be effected by this improbable but not impossible natural occurance. Enclosed an article from the Seattle P.I.

Yours very truly,

John Hewitt Jr.

John Hewitt Jr.

RECEIVED
MAY 26 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Tidal Wave At A Glance

CHILE: Death toll 308. Damage in millions.

JAPAN: 150 killed on Northern Honshu. 35,000 homes flooded.

HAWAII: 26 killed at Hilo. 25 million dollars damage.

CALIFORNIA: Entire coast hit. Los Angeles Harbor closed.

ALASKA: 14-foot wave near Cordova. No damage reported.

AUSTRALIA: Tidal surge whips small craft loose at Sydney.

NEW ZEALAND: East coast swept by waves. Small boats capsized.

MAY 24 1960

Water Wave Floods Calif. Port's Streets

CRESCENT CITY, Calif., May 23.—(AP)—A Pacific tidal wave flooded the two main streets of this Northern California fishing and lumber port under two feet of water today.

THE WAVE WATER, rising six feet above the harbor's normal high tide mark, spread driftwood and debris throughout the business district but caused little material damage.

Water stood six feet deep inside the dock cafe, on Citizen's Dock, but other business establishments escaped flooding.

The wave flooded Front St. and Second St. for about three hours after it surged over the harbor front about 1 p. m. An earlier wave which struck at about 10 a. m. had capsized the Ethel G., a 30-foot fishing vessel.

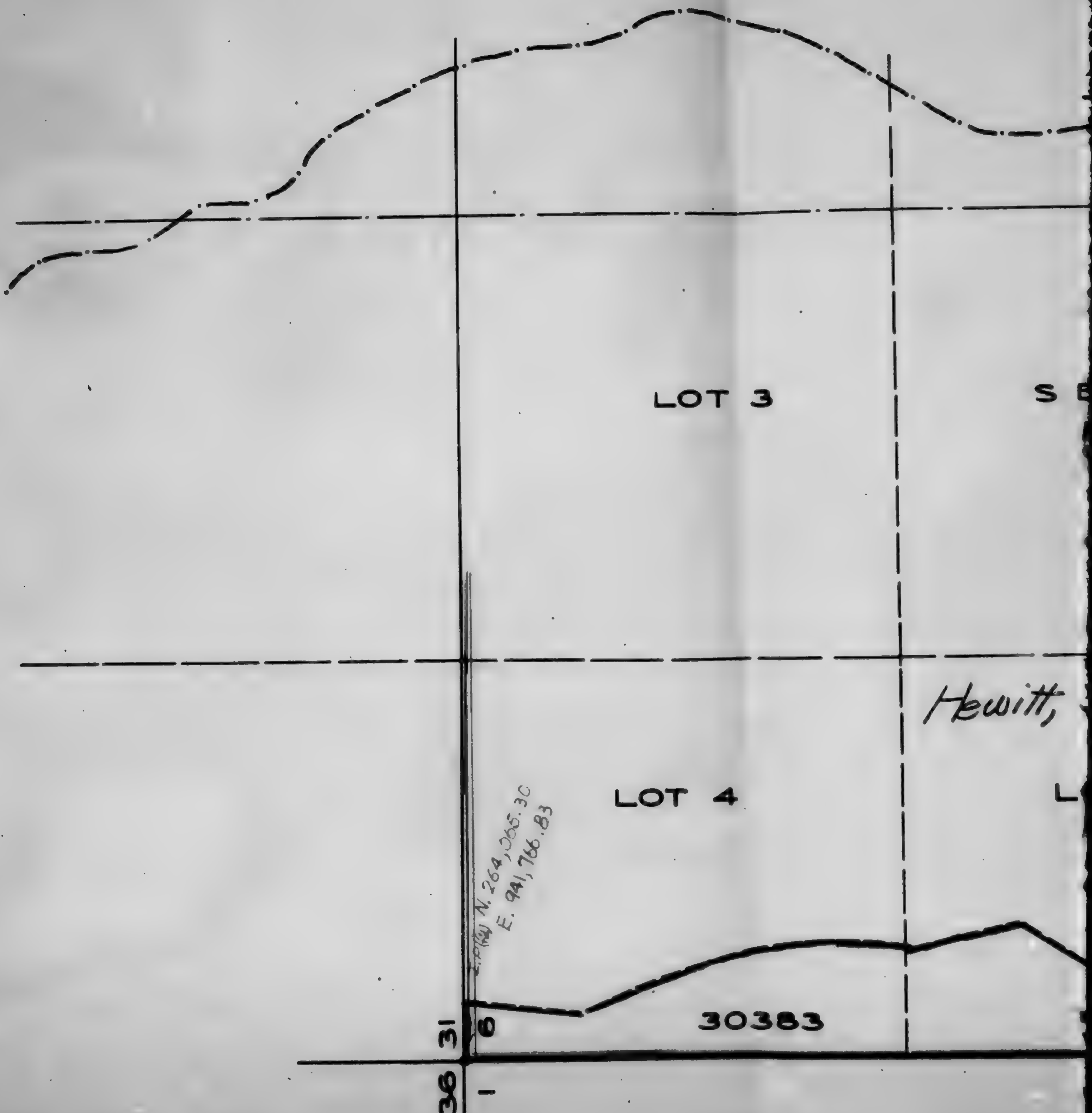
CRESCENT CITY is 28 miles south of the Oregon boundary and 78 miles north of Eureka on the California coast.

At Princeton on the San Mateo County coast, just south of San Francisco, a 60-foot fishing boat was swamped and two others were torn from their moorings and left high and dry on the beach.

Tidal Swells Rip Pleasure Craft In L. A.

LOS ANGELES, May 23.—(AP)—Tidal swells caused by Chilean earthquakes surged violently through California

(Continued Page 10, Column 4)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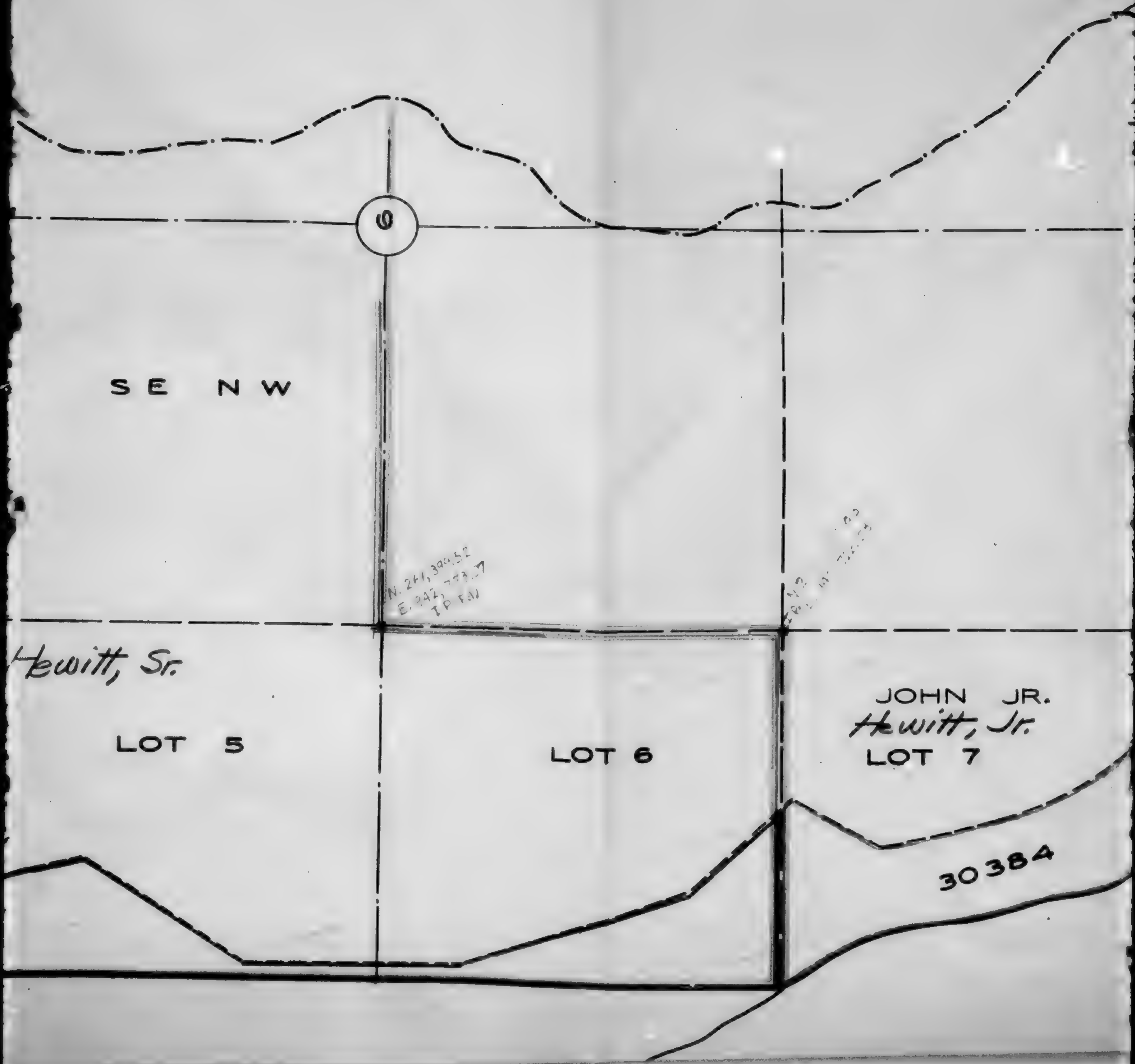

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Hewitt, Sr.
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LOT 6
JOHN JR.
Hewitt, Jr.
LOT 7
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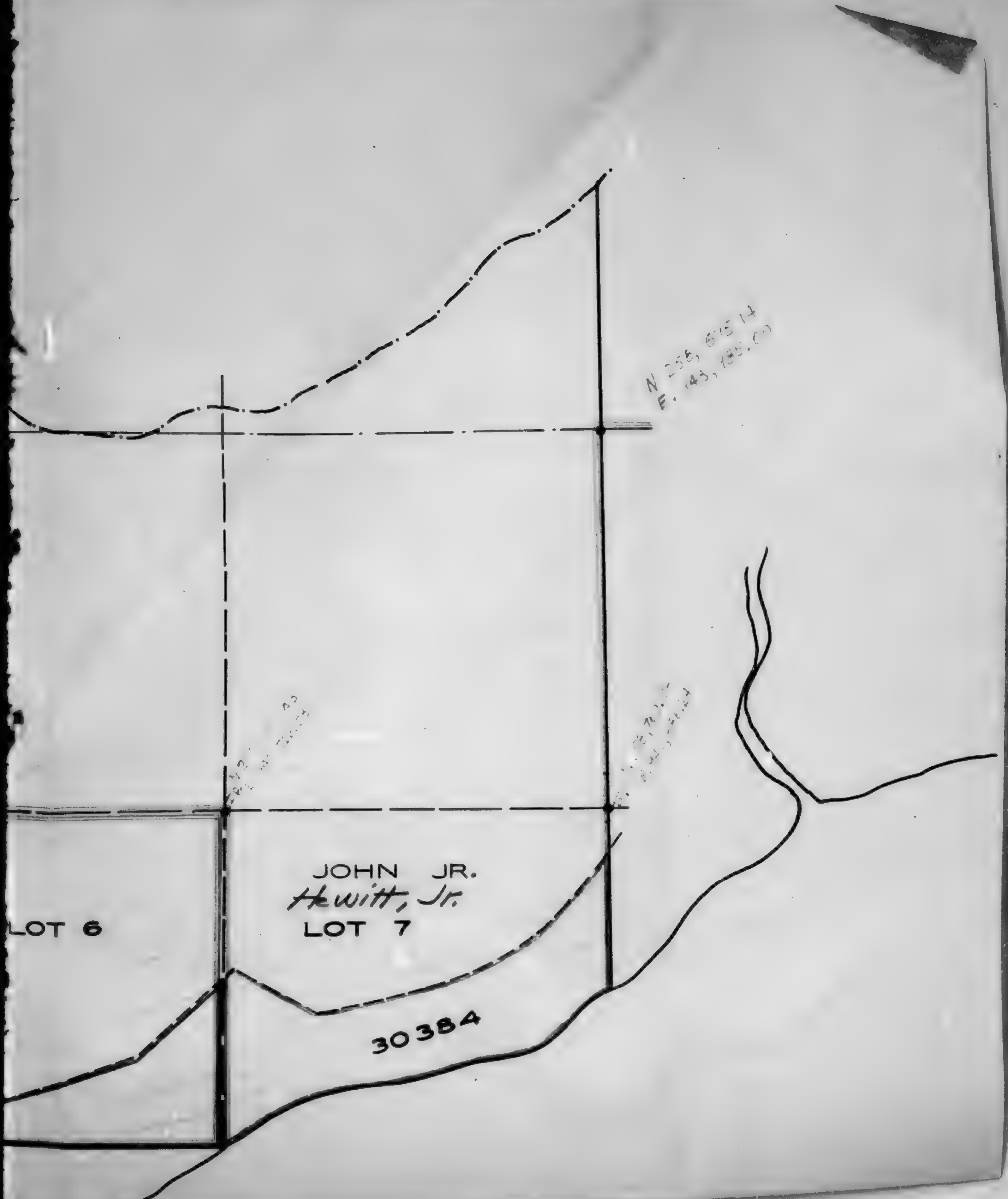
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Hewitt, Jr.
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LOT 7
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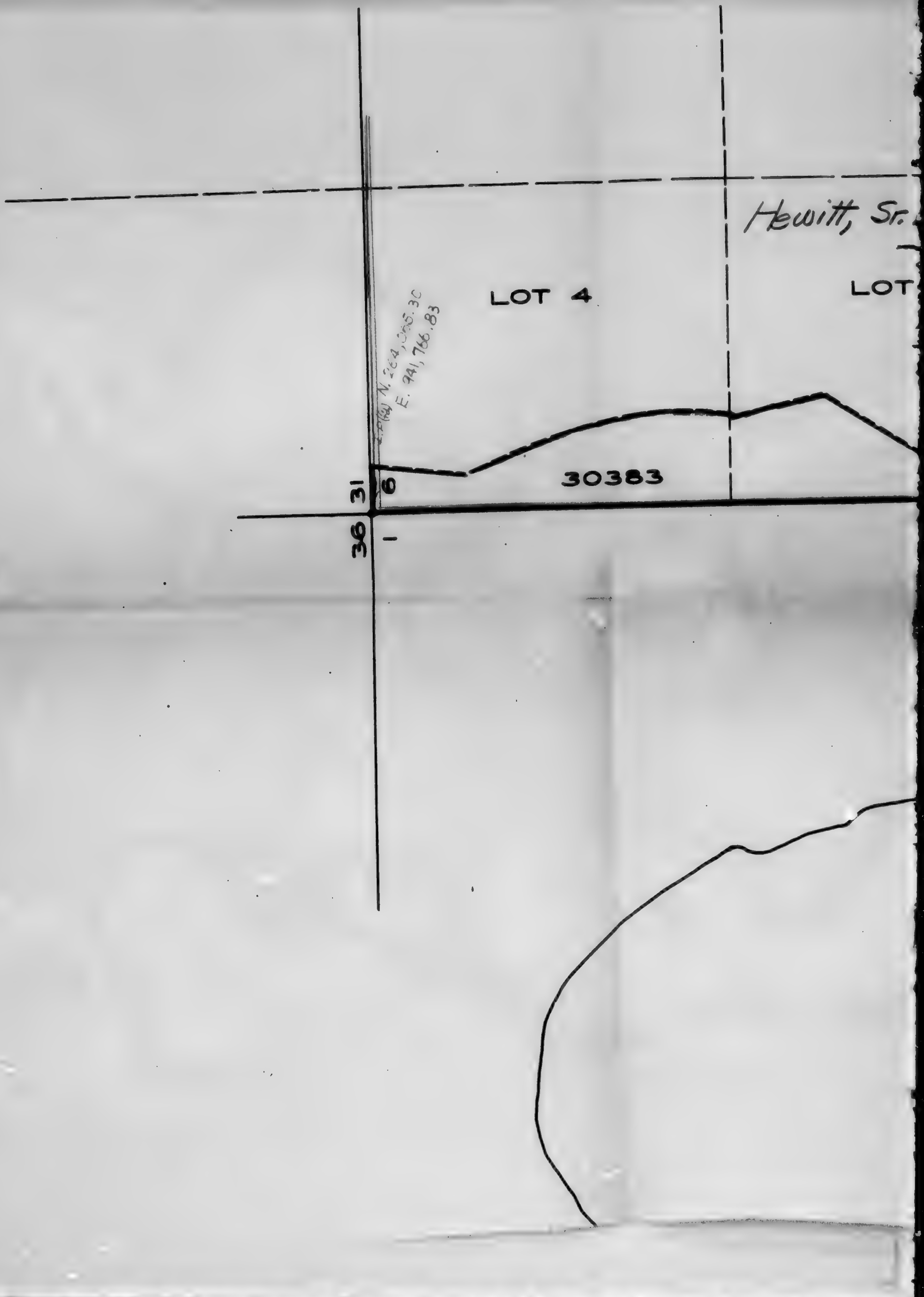
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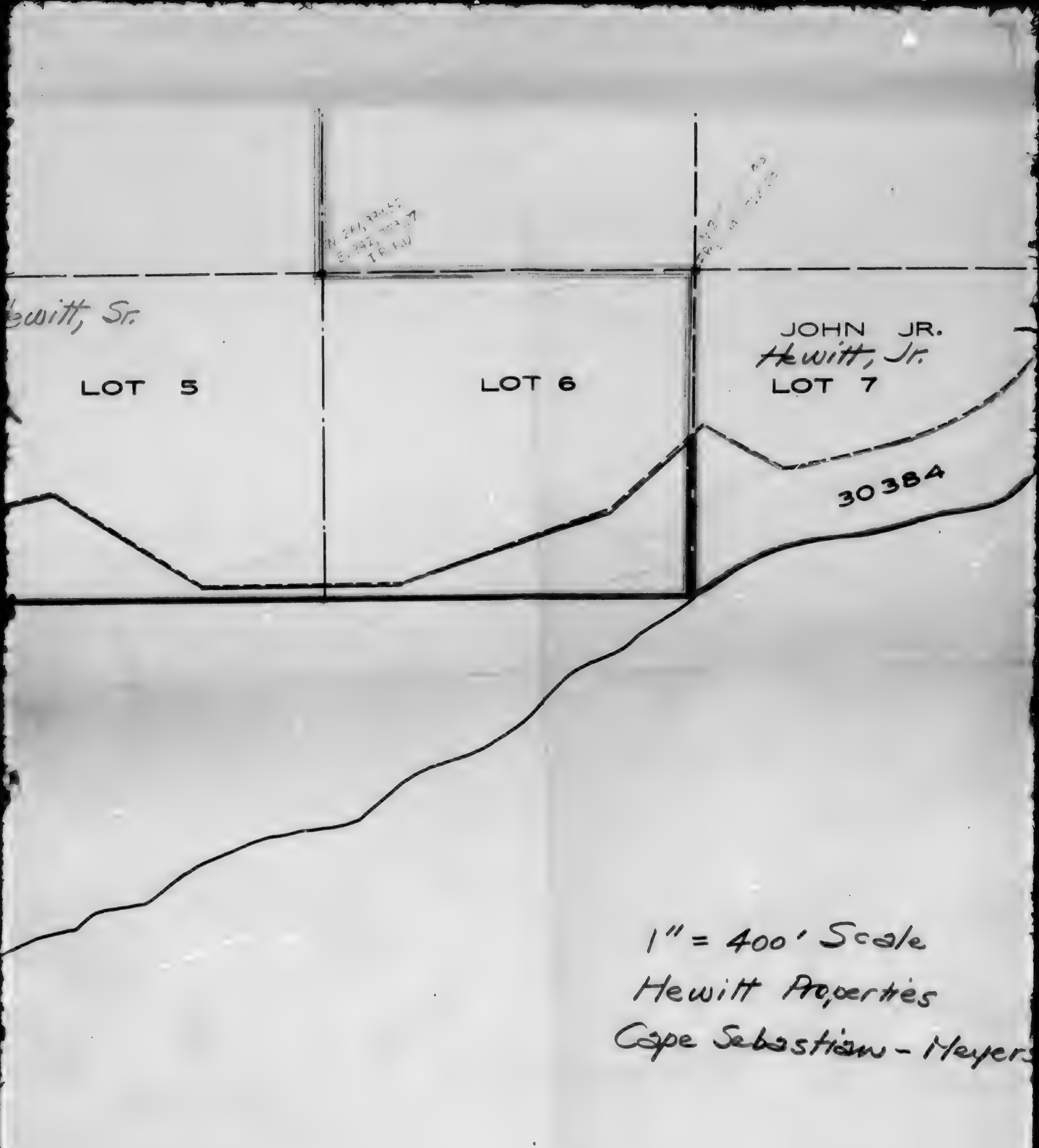
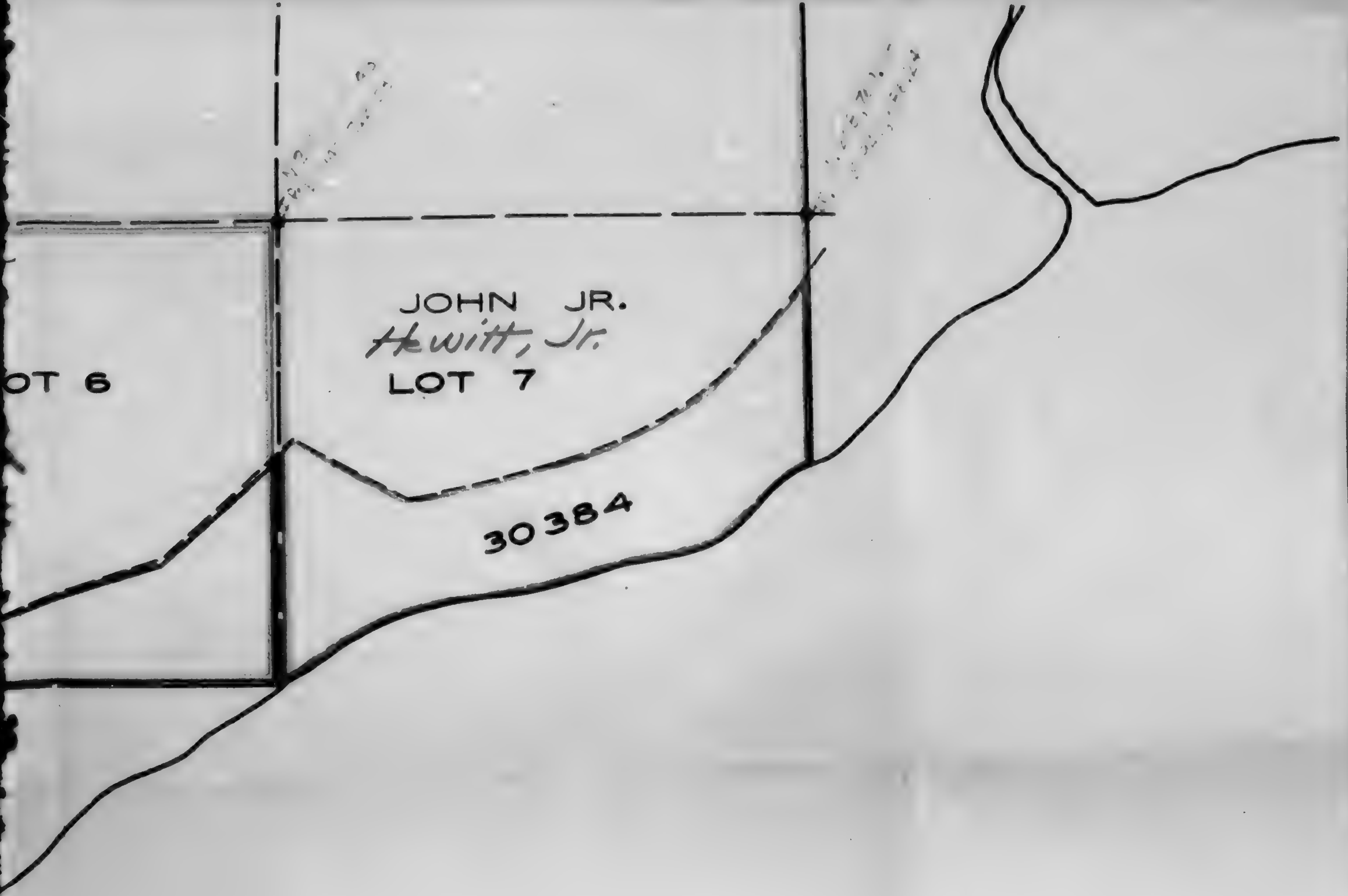


1" = 400' Scale
Hewitt Properties
Cape Sebastian - Meyers



1" = 400' Scale
Hewitt Properties
Cape Sebastian - Meyers Cr.

RECEIVED
MAY 17 1960
FOR FILING
EBF 124/16
5877

1671

May 16, 1960

Mr. John Hewitt, Jr.
614 North "D" Street
Tacoma, Washington

Dear Mr. Hewitt:

Reply is made to your letter of April 29 concerning the Cape Sebastian-Myers Creek project on the Oregon Coast Highway.

Prior to adoption of the route now proposed for construction, a lengthy study was made concerning the feasibility of the possible routes. Costs were somewhat comparable on both routes; however, the route selected was much better and, since the primary purpose of road construction is to provide the shortest, most direct route for the traffic using the highway, it must be acknowledged that the shorter route provides much greater benefits to the road users, who supply the funds for its construction.

We are quite cognizant of the natural beauties of the Coast and we are sure the proposed development will be a great asset both to yourself and to the road user. It is our sincere hope that you can examine some of the recent construction along the Coast southerly of this point in order that you can fully realize the benefits which will accrue to you.

In closing, I am sorry to advise you that this matter has been carefully studied and no change could be made at this late date and again to reiterate that we believe a correct and proper decision has been reached upon the routing.

Very truly yours,

W. C. Williams
State Highway Engineer

TA:jw ae

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

PLEASE RETURN TO
FORREST COOPER

29 April 1960

Mr. W.C. Williams
Chief Engineer
Oregon State Highway Dept.
Salem, Oregon.

Dear Sir:

My Father and I each own a tract of land just south of Cape Sebastian on the Oregon Coast. We have been contacted by Mr. J.M. Morgan who is the right of way agent for the State Highway Department with regard to the States desire for all of our ocean frontage, over 30 acres by the Highway Dept.'s estimation, to be used for the new 101 highway.

Of course we have been aware of the Highway Dep't.'s construction program during our frequent trips to our property and at different times have called at your field office to determine the new right of way. We understand that this section between Gape Sebastian and Myers Creek has had several surveys made to determine the routing, one following basically the old highway and the other and seemingly final determination coming off Cape Sebastian to the ocean and bridging Myers Creek near its mouth. We are truly heart sick with the present decision and feel that our property in large measure will be spoiled by the new highway. It would exclude us from any beach ownership and cut off our direct access to the ocean, injure our privacy and I feel ruin the magnificent natural beauty of the whole property viewing the ocean. Naturally, we are reluctant to deal with Mr. Morgan with such high feelings with regard to your program. It is really not a question of value that we could discuss with Mr. Morgan as we feel that our beautiful property is much like an art treasure and consequently priceless to us.

I assume that the final de~~s~~cisions on the highway route were made primarily by your engineering office. I assume that these decisions were made on the basis of costs, that is to say that your department estimates costs less following the coast. I shouldlike to know how you arrived at the decision and I would like to see how these estimates compare? Frankly, knowing the topography intimately, I can't conceive that it would be cheaper than widening the present 101 highway, especially realizing the large bridging plans across Myers Creek. I might add that I think I'm entitled to the information as an Oregon taxpayer. The taxes I pay are both State Income taxes and of course County real property taxes.

In summation my Father and I are concerned with the preservation of the natural beauties of this wonderful coast. We have perhaps two million board feet of merchantable timber on our lands worth probably $50,000.00 and we have been solicited time and again by loggers or millmen with regard to the sale of that asset but we don't want to log there and spoil the beauty. As a matter of fact I spoke briefly with Mr. Armstrong of the Park Department about the possibility of giving this asset to the State if they would be willing to give me a life estate interest in income from such a valued capital asset. He wanted me to make a specific offer in writing for consideration and I am studying such a matter now. I would like to go on record now and say specifically that I would be most willing to negotiate a right of way agreement if the State could change their plans and expand the present 101 right of way following the old road on the basis of my cost figure which is much less than the offer made by Mr. Morgan.

I am enclosing a map showing our ownership for your convenience and I hope to hear from you in the near future with regard to these questions that I have asked and hopefully I wish for a reconsideration of the survey and a change in the highways plans.

Yours very truly,

John Hewitt Jr.

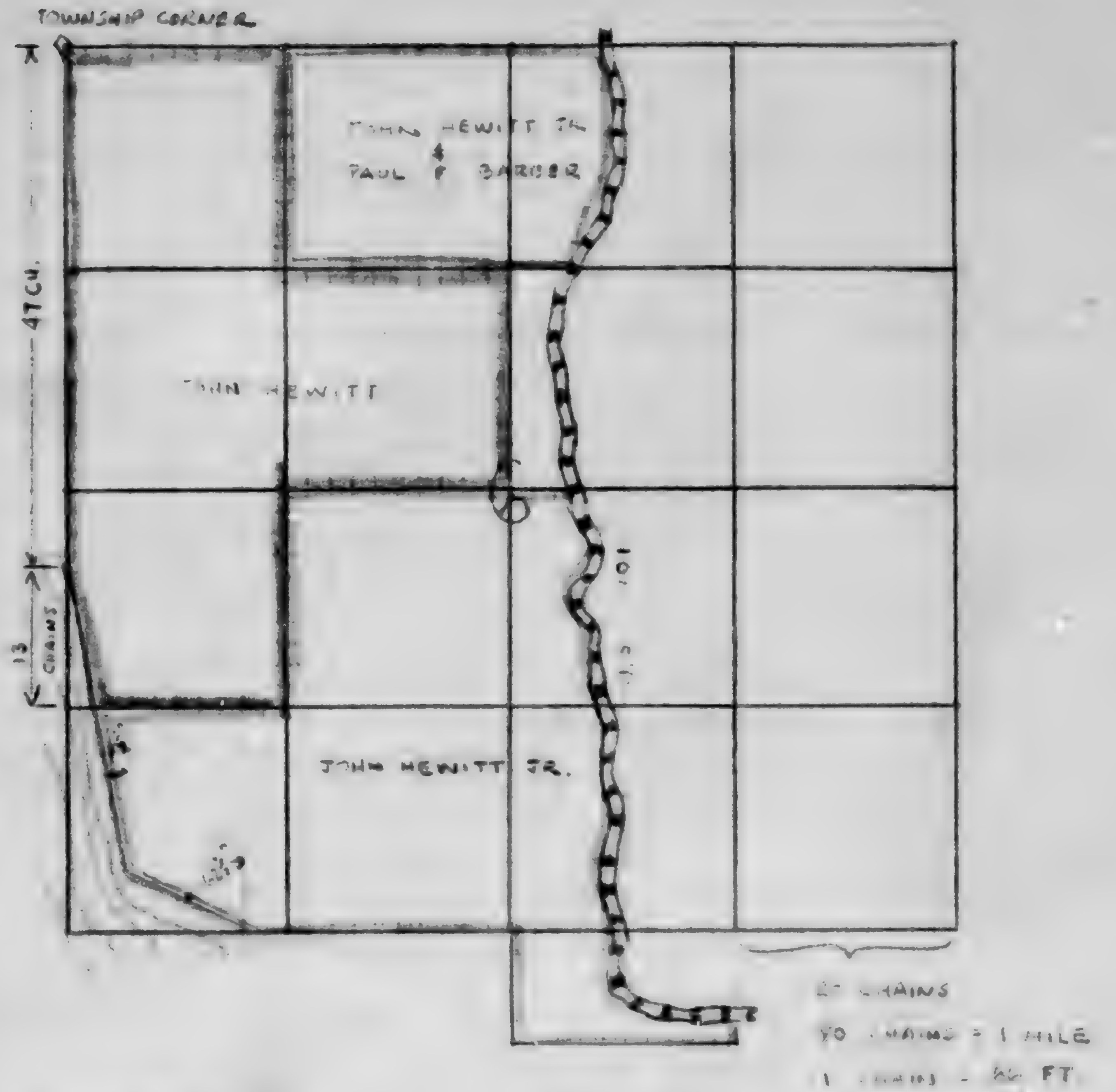
John Hewitt Jr.

RECEIVED

RECEIVED
MAY 2 1960
OREGON
STATE HIGHWAY COMMISSION

T 1 R S R 14W   Curry County, Ore.

[illegible] the Hewitt [illegible] 13 chains (858 ft) [illegible] from footage from County records & Surveyor Field Notes

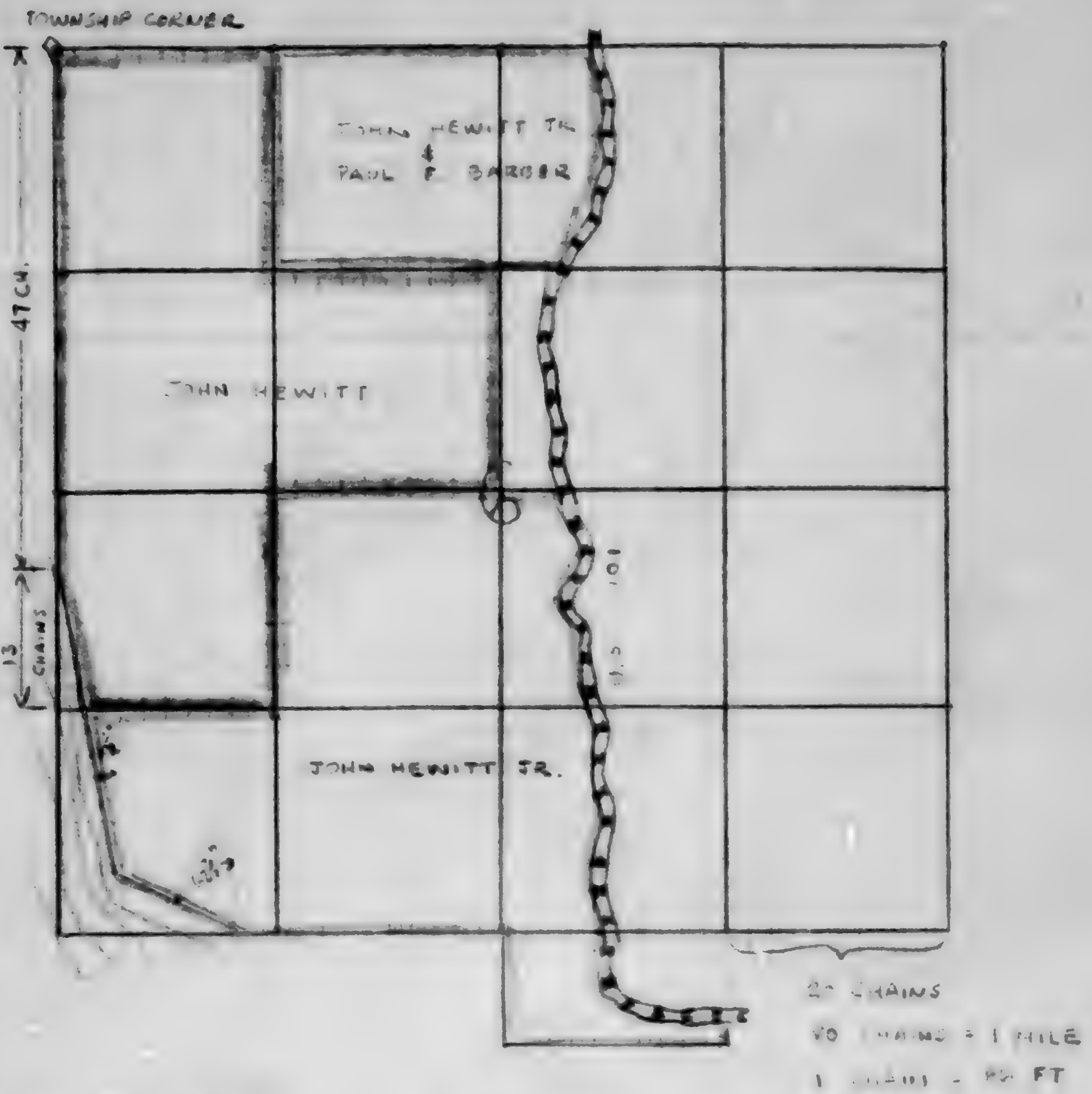


From "Surveyor Field Notes"
Vol 6 page 266
47 chains S. of Township corner begin meander line
Also meander in sec. 6 T 3 S R14W
Beginning at meander corner between 6 & 7
T N 62½°W 15.50 CHAINS
T N 10½°W 26 CHAINS to meander cor between 1 & 6
page 276 Vol 7

APR 28 1960

T 38 S R 14W Curry County, Ore.

Meandering John Hewitt to W. lt bar + East 12 chains (758 ft) to
... from first pg. from County records + Surveyor Field Notes



From "Surveyor Field Notes"
Vol , page 266

47 chains S. of Township corner began meander line

also meander in sec 6 T 38 S R14W

beginning at meander corner b/w sec 6 & 7

T N 62½°W 15.50 CHAINS
T N 10½°W 26 CHAINS to meander cor between 1 & 6
page 276 Vol 7

APR 28 1980

309-1703 Redmond (Canal Blvd. & Glacier Ave.)

#5878 Grading & oiling. 1961

Sp. State Tax Street Fund 27

RECEIVED
B 6 1962
FOR FILING

City Streets, Redmond
Contract No. 5878

January 18, 1962

Deschutes County

FINAL COST ANALYSIS
Grade and Oiling
Contractor: Babler Brothers, Inc.
Resident Engineer: R.H. Clark

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
General Excavation	921.90	Cu.Yd.	2.00	1.57	1,445.82	1,843.80
Coarse Crushed Base	1,670	Cu.Yd.	4.50	4.05	6,768.00	7,515.00
3/4"-0 Mat'l in Base	390	Cu.Yd.	4.50	3.92	1,530.00	1,755.00
Sprinkling	63	M-Gal.	3.00	2.31	145.53	189.00
Preparation of Base	0.19	Mile	1,000.00	677.79	128.78	190.00
3/4"-0 in Binder	45	Cu.Yd.	6.00	4.45	200.25	270.00
Furnish & Place Aggregate	260	Cu.Yd.	6.00	3.98	1,034.00	1,560.00
RC-3 Asphalt	7	Ton	60.00	50.82	355.74	420.00
RS-1 Asphalt	5.27	Ton	60.00	48.07	913.34	316.20
200-300 Asphalt	19	Ton	60.00	49.87	262.82	1,140.00
					$12,784.28	$15,199.00

Gross Revenue	$ 15,199.00
Total Cost	12,784.28
Net Profit	$ 2,414.72

Net Profit equals 15.89% of Gross Revenue

NOTED
FORREST COOPER

DETAIL OF COSTS - Contract No. 5878

Labor:		
Labor (All)	$ 1,149.80	
Labor Insurance	97.32	
Welfare and Pension	60.70	$ 1,307.82
Materials:		
RC-3 Asphalt	271.74	
200-300 Asphalt	685.34	
RS-1 Asphalt	199.58	
Crushed Base Material	4,263.00	
3/4"-0 Base Material	945.00	
3/4"-0 Binder Material	121.50	
Aggregates	494.00	6,980.16
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	2,413.80	
Equipment Rental, Hired	253.56	
Gas and Oil	391.05	
Bond	91.04	
Freight and Postage	303.22	
Home Office and General Overhead	759.95	
P.L. and P.D. Insurance	16.44	
Move In	47.00	
Small Tolls and Miscellaneous Expenses	220.24	4,496.30
	TOTAL COST	$ 12,784.28

Contract No. 5878 - Remarks

This was a "State Project" for the construction and 0-11 oiling of 0.19 mile of city streets in the city of Redmond, Deschutes County; the northerly end of the project being at the intersection of Canal Boulevard and Evergreen Avenue and extending southerly on Canal Boulevard approximately 0.15 mile then westerly on Glazier Avenue to a junction with The Dalles-California Highway.

The bid was received April 11, 1961 and awarded April 14, 1961. Grading operations began April 23, 1961, completing that week, and leveling course was placed May 2, 1961. Oiling operations were carried on in conjunction with the Bend project and was completed May 31, 1961.

The crushed rock and aggregates were purchased commercially, some of which were hauled by the contractor's trucks and some of which were hauled by the supplier. Further, different sources were used and different prices paid, therefore, the costs derived are not representative of a normal operation.

The profit of 15.89% indicates sound bidding and good management and was assisted by having equipment near thus eliminating heavy move-in costs.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
JUL 6 1961
FOR FILING

[illegible]

5878

July 6, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5878 for grading-oiling Canal Blvd. - Glacier Ave. Section in Redmond, Deschutes County, was completed by the contractor, Babler Bros. Inc., on June 1, 1961, and was formally accepted by the Highway Commission on June 9, 1961.

Final payment in the amount of $500.00 will be released to the contractor on or after July 12, 1961. The total contract amount is $15,199.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Avenue
Portland 2
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 10, 1961

Section Redmond (Canal Blvd. & Glacier Ave.)

Kind of work Grading & Oiling

Highway City Streets County Deschutes

Section prefix 309-1703

Contractor Babler Bros., Inc.

Contract number 5878

Date of contract 4-14-61, 19

Specified work days 40

Date work started 4-21-61, 19

Work days used 19

Project authorization $ 17,127.00

Exclusive of engineering $ 15,910.00

Per cent of time elapsed 47.50 %

Estimated cost of completed project, exclusive of engineering $ 15,249.00

Estimated per cent [illegible] underrun 4.15 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,127.92

Engineering cost to date $ 1,127.00, 100 %

Date project was completed 6-1-61, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
N o	n e	100	None	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

[illegible]

The grading & placing of the base course was completed during the week ending April 29.

The leveling course was completed on Monday, May 1

The binder course & oil mat were placed through the first seal during the week ending May 27.

The final seal was placed on June 1.

The semi-final estimate was submitted to the Division office June 6.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
JUN 13 1961
NOTED ACE COE

NOTED

Noted
M. N. Juve

Signed R. H. Clark

Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.19	0.19		0.19	
Miles partially completed					
Miles completed	0.19	0.19		0.19	
Total estimated quantities (contract)	1,300	2,090		24 T. 254 c. y.	
Total quantities corrected to date	922	2,060		31 305	
Estimated quantities moved or placed to date	922	2,060		31 305	
Average daily quantities	922	412 (5)		102 (3)	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 9 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

309-1703
4474

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 8 1961

Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5878, awarded April 14 1961
for grading-oiling Canal Blvd. and Glacier
Avenue in Redmond Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

File
250,000 '61

3-14-61

Dear Sir: Redmond

This section of Canal Avenue [illegible] Florida St. is designated as the truck route through the city and is in poor condition. The other [illegible] [illegible] [illegible] [illegible] place [illegible] [illegible] [illegible] [illegible] on the westerly side of Canal Avenue. The berm of the road is on easterly side.

[illegible] should State project consist of [illegible] [illegible] [illegible] A.C.

Believe we should recommend the project

Bottle Bros #5878
$17,434.49

NOTED

$250,000 ('61) Redmond

Preliminary Estimate

Glacier Drive from 5th St to Canal Boulevard; Canal Boulevard from Glacier St to Evergreen Avenue a distance of approximately 0.31 mile

Grade, place 10" Cinder base course & 2" leveling course + 3" Asphaltic Concrete pavement 40' width. City has placed curbs.

Excavation	2000 Cuyds	$1^{\underline{80}}$	$ 3600.00
Selected Cinders in base	1900 Cuyds	3^{25}	6175.00
3/4-0 in base	350 Cuyds	$3^{\underline{75}}$	612.50
Asp. Oil	55 M/gal	$4^{\underline{00}}$	220.00
Furnish & Place aggregate	320 Cuyds	$6^{\underline{00}}$	1920.00
Furnish & Place 150-200	34 tons	$70^{\underline{00}}$	2380.00
			14,907.50
			1863.44
			575.00
$18,000			$17,345.94
	Bid		17,434.49

$
250,000 ('61) Redmond

Preliminary Estimate

Glacier Drive from 5th St to Canal Boulevard; Canal Boulevard from Glacier St to Evergreen Avenue a distance of approximately 0.31 mile

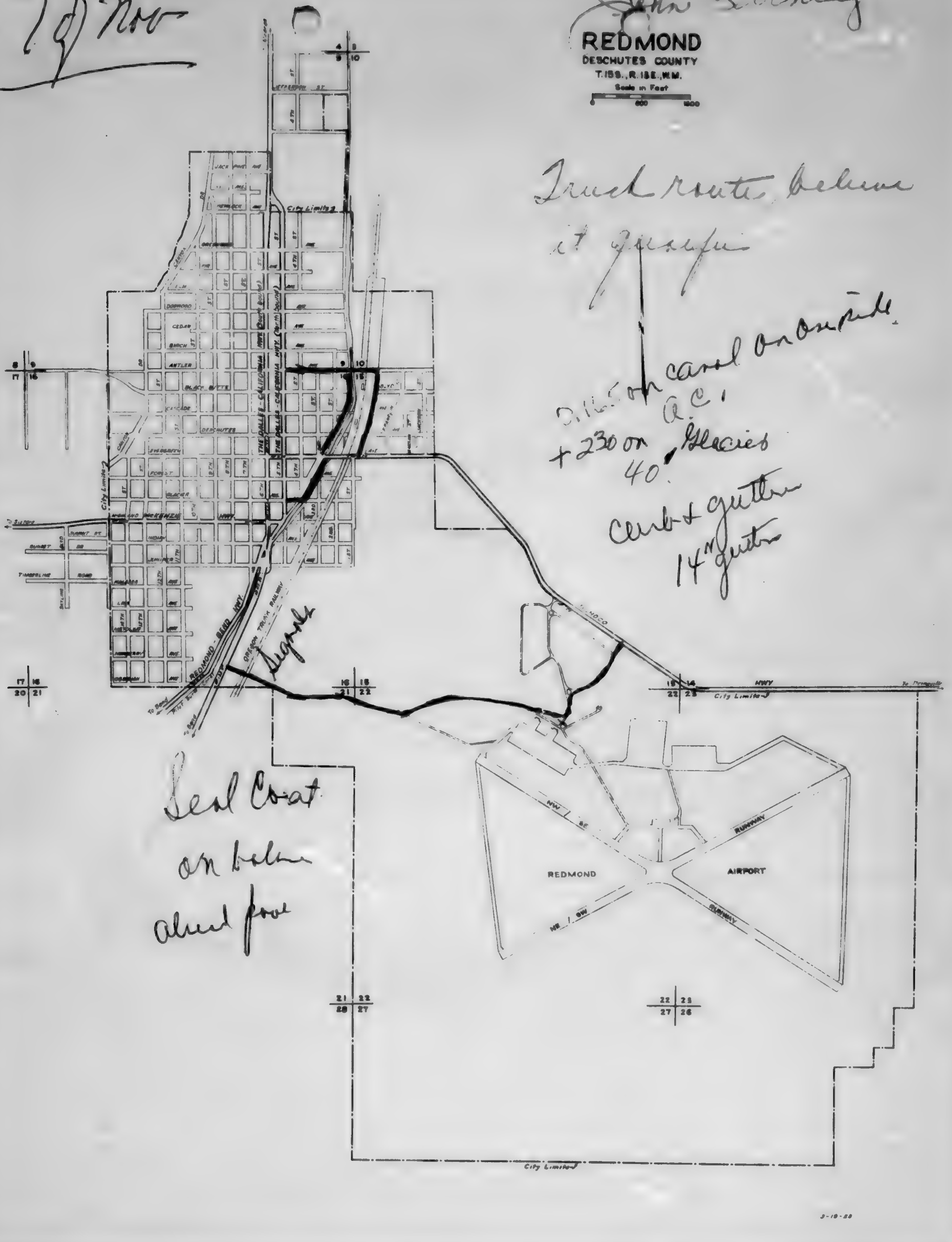
Grade, place 10" Cinders base Course 2" leveling Course + 3" asphaltic Concrete pavement 40' width. City has placed curbs.

			$
Excavation	2000 Cu yds	1.80	3600.00
Selected Cinders in base	1900 Cu yds	3.25	6175.00
3/4-0 in base	350 Cu yds	3.75	612.50
Sprinkling	55 M/gal	4.00	220.00
Furnish & Place aggregate	320 Cu yds	6.00	1920.00
Furnish & Place 150-200	34 tons	70.00	2380.00
			14,907.50
			1863.44
			575.00
$18,000			$17,345.94
	Bid		17,434.49

1 of Nov

John Berning

REDMOND
DESCHUTES COUNTY
T.15S., R.13E., W.M.
Scale in Feet



Truck routes believe
it [illegible]

[illegible] on canal on one side.
A.C.
+ 230 on Glacier
40'
Curb + gutter
14" gutter

Signals

Seal Coat
on below
[illegible]

Redmond (Canal Blvd and Glacier Ave) Sect.

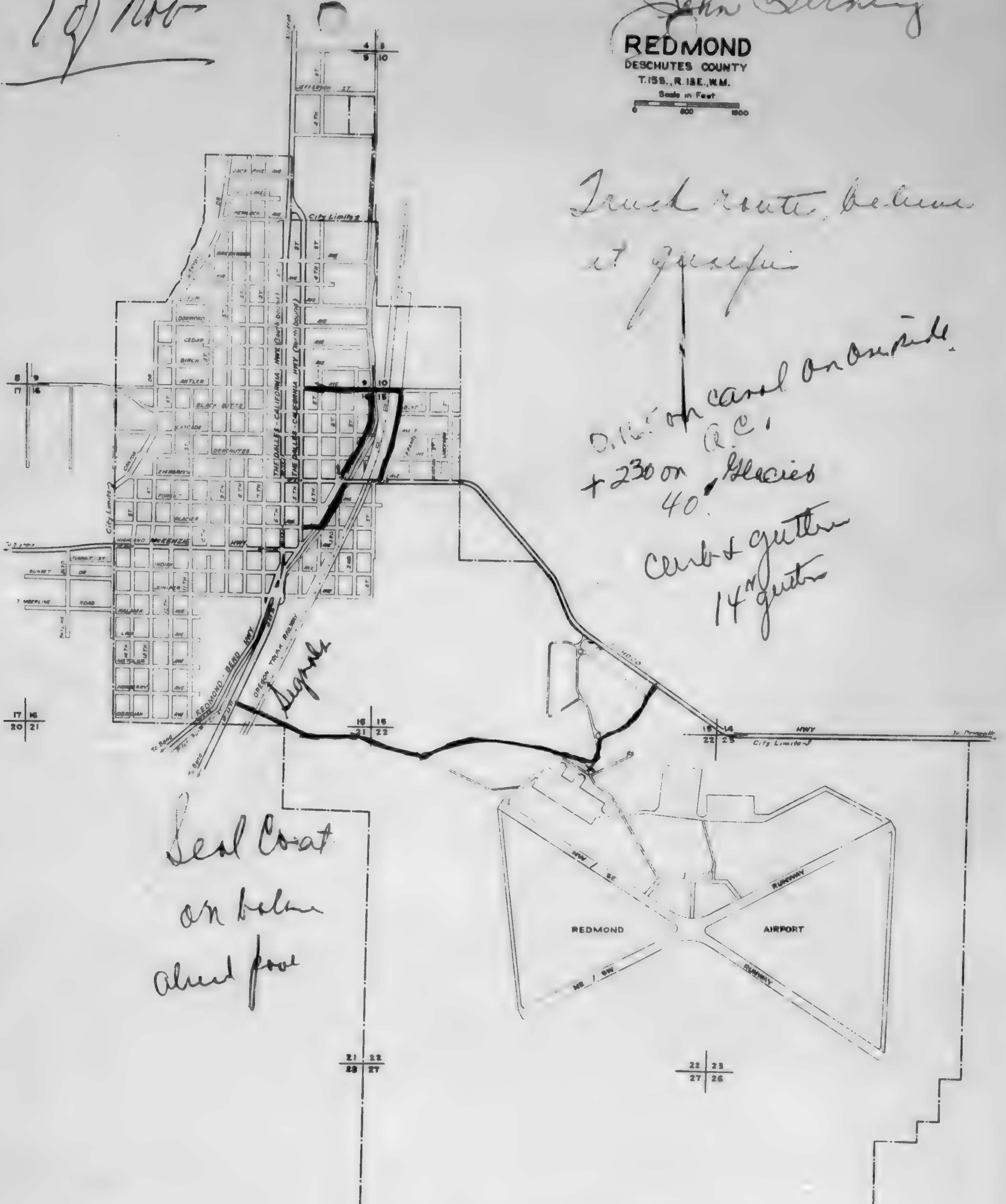
Grading and Oiling

Estimate
3-14-61 Day

No	Item	Quantity	Price	Amount
1	General Excavation Unclassified	1,300 Cu Yds	1^{25}	1625 —
2	Coarse Crushed Material in Base	1,650 Cu Yds	4^{00}	6600 —
3	3/4"-0 Material in Base	370 Cu Yds	4^{25}	1572^{50}
4	Sprinkling	50 M Gals	4^{00}	200 —
5	Preparation of Base	0.19 Mile	500^{00}	95 —
6	3/4"-0 Material in Binder Course	34 Cu Yds	6^{00}	204 —
7	Furnishing and Placing Aggregates	220 Cu Yds	6^{00}	1320 —
8	RC-3 Asphalt	6 Tons	75^{00}	450
9	120-150 Asphalt	16 Tons	70^{00}	1120 —
10	RS-1 Asphalt	5 Tons	75^{00}	375 —
			Total	$13,561^{50}$
		Antic Add Items		
			Flagging	50 —
			Total	$13,611^{50}$
			12½ % E&C	1701^{44}
			Total	$15,312^{94}$

19 Nov

John Berning



REDMOND

DESCHUTES COUNTY
T.15S., R.13E., W.M.
Scale in Feet

Truck route, belvue
at Josefin

D.H. on canal on outside.
A.C.
+ 230 on Glacier
40'
Curb & gutter
14" gutter

Signals

Seal Coat
on belvue
ahead pool

3-10-53

Central Oregon Irrigation

E. G. Mansfield - Manager.

Mansfield -

re Closure date

for 2 weeks 8th aly act

to the 15th

RECEIVED
MAR 8 1961
FOR FILING

309-1703

5478

[illegible]
3-7-61
Special City Allot [illegible] #27

Salem, Oregon
March 6, 1961

$250,000 Fund Agreement
City of Redmond

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Redmond covering the Special City Alltoment project on Glacier Avenue and Canal Boulevard.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Redmond, Oregon.

Secretary

rn
Attach: 1

2-2-

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1961

SUBJECT: $250,000 Fund Agreement
City of Redmond

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Glacier Avenue and Canal Boulevard. Two copies have been executed by the city and are now ready for signature by the Highway Commission.

Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engr.

JDG:mm
Att.

G S Paxson
Assistant State Highway Engineer

11-3-60 Min page 32894
Floyd Query

RECEIVED
MAR 7 1961
FOR FILING
309-1103
5878

March 6, 1961

Marjorie States, City Recorder
City Hall
Redmond, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Redmond a fully executed copy of an agreement between the State Highway Commission and the City of Redmond covering the Special City Allotment project on Glacier Avenue and Canal Boulevard.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
V. R. JONES

NOTED
R. S. COX

MEMO TO FILES
$250,000 Fund Project, City of Redmond
3/1/61

Called John Berning this date re Canal Boulevard and Glacier Street project. Informed him that estimated cost of project with O-11 was $14,000 and estimated cost with A.C. would probably be about $25,000. He said city did not feel they could put any money on this project and to proceed with the O-11.

C. G. Swenson
C. G. Swenson
County & City Relations Engineer

CGS:mm

NOTED
V. R. JON

NOTED
[illegible]

11-22-60

NOTED
C. G. [illegible]

RECEIVED
NOV 23 1960
ENGINEER
COUNTY CITY RELATIONS

LOCATION PROSPECTUS
CANAL STREET (REDMOND) SECTION
DESCHUTES COUNTY

The following prospectus is submitted concerning the above-mentioned section of Canal Street in Redmond. The overall length of the project is 0.21 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment. There is an existing curb on the left side and a canal berm on the right side.

The typical section will consist of two 12-foot travel lanes with 8-foot parking on each side. The approved base design by G. L. Decker is:

Paving, Base and Wear	3½"
Top Course, Base	2 "
Bottom Course, Base	9½"
Total Depth	15 "

Final agreement with the City will be necessary.

November 22, 1960

Attach.

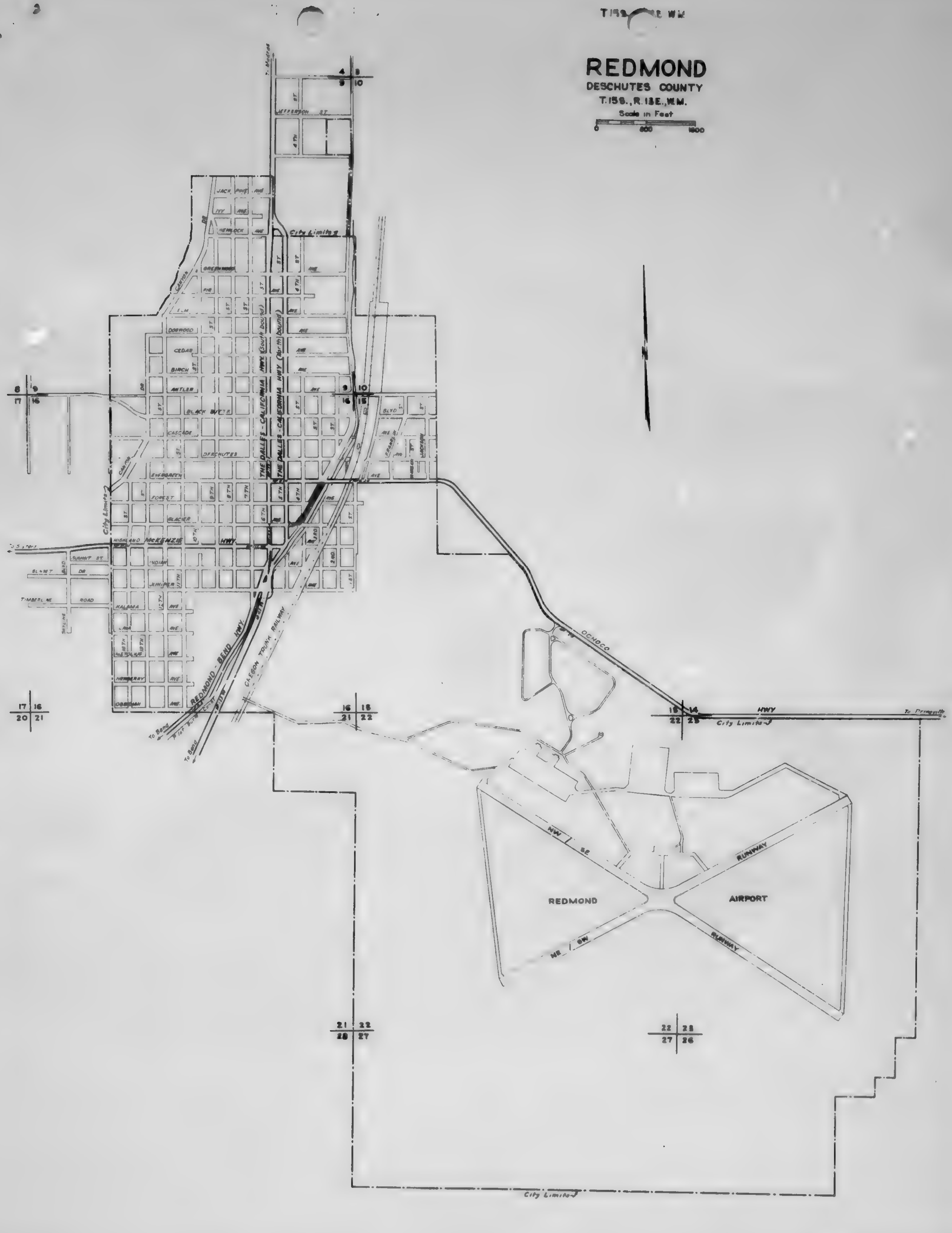
cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
Dean Swift (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson ✓
Walter T. Wright

REDMOND

DESCHUTES COUNTY

T.15S., R.13E., W.M.

Scale in Feet



3-19-50

RESOLUTION

12-8-59

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Redmond is an incorporated city of the State of Oregon and has a population of 3800 as given by the latest official census; and

WHEREAS, the following streets of said city, Canal Boulevard from the South line of Glacier Avenue to the South line of Evergreen Avenue

RECEIVED
DEC 21 1959

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Redmond does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate City Superintendant as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of December, 1959.

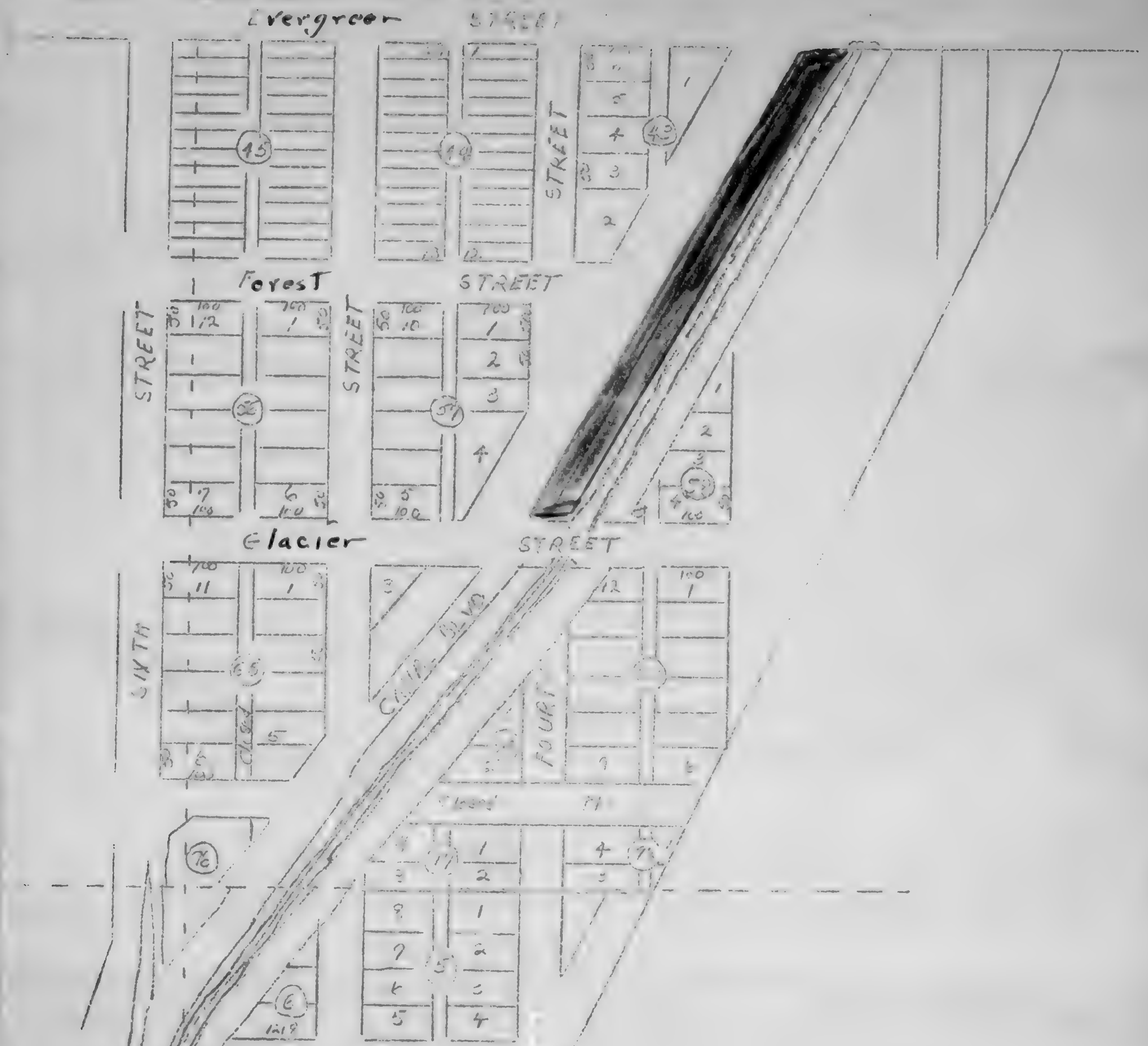
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- -------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Redmond at a regular or special meeting of said Council, held on the 8th day of December, 1959, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 21st day of December, 1959.

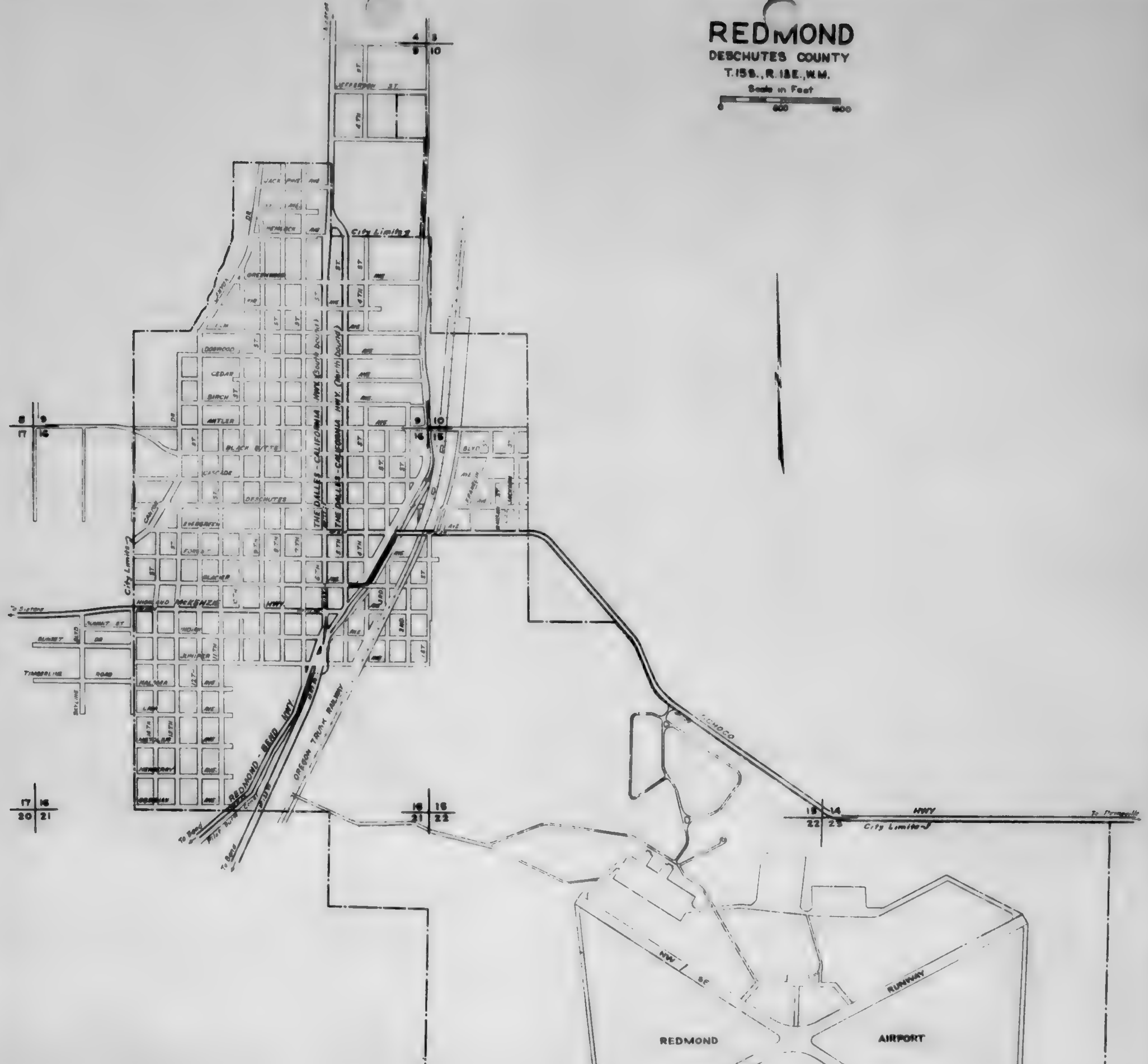
City Recorder


Evergreen STREET
45
44
43
STREET
Forest STREET
STREET
56
STREET
57
Glacier STREET
SIXTH
65
CAMP BLVD
FOURT
76
77
71
6
5
FIFTH

REDMOND

DESCHUTES COUNTY

T.15S., R.13E., W.M.



3-19-53

9-3651-01 Equipment Repair Shop in Bend 1961
#5879 Construct 80' X 120' reinf. conc.

RECEIVED
MAY 25 1962

FOR FILING

5879

May 24, 1962

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5879, awarded to Schrader Const. Co. Inc., for an addition to the Bend Equipment Repair Shop in Deschutes County.

This contract was completed on April 19, 1962, but has not as yet been accepted by the Commission. Final payment in the amount of $6,365.66 will be released to the contractor after acceptance by the Commission. The total contract amount is $178,681.56 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Oregon Bank Bldg.,
Portland 4, Oregon

cc: Standard Accident Insurance Co.,
Dooly & Company
Board of Trade Bldg.,
Portland 4, Oregon

cc: Schrader Const. Co. Inc.,
3621 SE 52nd Avenue
Portland 6, Oregon

RECEIVED
AY 1 1962
FOR FILING

5879

D Cook

FORM B-10X—80M—11-61—46331

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Schrader Construction Company, Inc. completed work on on the addition to the Bend Repair Shop building construction at the State Shops in Deschutes County, Contract no. 5879, on April 19, 1962.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query ✓

NOTED ON C
Rc

OTED
YD QUERY

RECEIVED
FEB 13 1962
FOR FILING

5879

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1962

SUBJECT: Bend Equipment Repair Shop
Contract No. 5879

To:
Forrest Cooper
State Highway Engineer

OFFICE

Schrader Construction Company, Inc., contractor on the above project has completed all work on the project with the exception of some exterior painting which we do not want the contractor to do until favorable weather this Spring, probably April or May.

In view of the fact that we have closed down the contractor's operations and that they will be closed down for some time, the contractor has asked us to reduce the retained percentage now being held on the contract.

I feel that the contractor is entitled to some consideration on his request as he cooperated with this department in every possible way to the end that we were able to occupy the building long before the expiration of the authorized workday count, and it was to the advantage of the State to be able to use the new quarters throughout the past winter months. We actually occupied the building on December 8, 1961 and the contract time has some 28 workdays to run.

The estimated cost of the remaining work is $1,000. I propose to retain this amount, $1,000, and reduce the retained percentage from 7½% to 3% of the contract amount, which will leave ample funds in the contract to cover the State's interest. This action will release approximately $7,815 of the contractor's funds withheld as retained percentage.

May I have your approval of this action?

Ivan D. Merchant
Bridge Engineer

CAG:dl

APPROVED
Forrest Cooper
State Highway Engineer

RECEIVED
MAY 10 1961
FOR FILING

9-3651-01
5479

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
[redacted]
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
[redacted]
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1961

Schrader Const. Co. Inc.,
3621 SE 52nd Avenue
Portland 6
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5879, awarded April 14, 1961,
for an addition to Equipment Repair Shop
in Bend, Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAY 8 1961
FORM E-30 5OM 3-61 54497
FOR FILING

9-3651-01

5979

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

NOTED
FLOYD QUERY

Schrader Construction Company, Inc., started work on the Addition to the Bend Repair Shop in Deschutes County, Contract #5879 (State Project), on May 2, 1961.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

RECEIVED
APR 20 1961
FOR FILING

9-3651-01

5879

2029

April 20, 1961

Mr. Jack Schiller
Business Manager-Fin. Secretary
International Brotherhood Electrical Workers
Labor Temple
Salem, Oregon

Dear Mr. Schiller:

Thank you for the information concerning wage rates for electricians in the Central Oregon area. This Department would appreciate receiving any amendments or changes in these rates that might become effective at some future time.

We have found that the accurate determination of prevailing wage rates in the various areas of our state has, in some instances, been a difficult matter because of conflicting and at times an almost complete lack of information. The Highway Department has received splendid co-operation from various union locals and from the Associated General Contractors of America, and you may be assured that any data or information that you might care to send us will be most gratefully received.

Very truly yours,

W. C. Williams
State Highway Engineer

RLP:sw me

cc Forrest Cooper
R. L. Porter

PLEASE RETURN TO
FORREST COOPER

International Brotherhood
Electrical Workers

LOCAL 280

LABOR TEMPLE - SALEM, OREGON

April 17, 1961

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
Chief Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I recently received a copy of Highway Commission bid specifications No. 7521-C, dated April 11, 1961, re highway shop building in Bend, Oregon. In this job specification I noted wage rates of $3.85 per hour for electricians. This is 25¢ below the prevailing rate in Central Oregon.

For your information I am enclosing a copy of our collective bargaining agreement for construction electricians in Benton, Crook, Deschutes, Jefferson, Linn, Marion and Polk Counties, the Southern half of Yamhill County, and that portion of Lane County lying East of a line running North and South from the Northeast corner of Coos County to the Southeast corner of Lincoln County, State of Oregon.

In Article III, Section 12, page 23, is the schedule of wage rates which will be effective through the year of 1961.

Yours very truly,

Jack Schiller

Jack Schiller
Business Mgr.-Fin. Secy.

Porter

JS bp
Enc.

RECEIVED
APR 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER

310-1729 Riddle ("R" St.) 1961
Grading & paving proj.
#5880

[illegible] Street Fund # 4

RECEIVED
OCT 10 1961
FOR FILING

5880

October 9, 1961

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

State Highway contract #5880 for grading-paving "R" Street in Riddle, Douglas County, was completed by the contractor, Roseburg Paving, Inc., on August 16, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $500.00 will be released to the contractor on or after October 17, 1961. The total contract amount is $14,320.76, of which amount $219.15 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Dwayne Buell Agency
P. O. Box 730
Roseburg, Oregon

cc: Roseburg Paving, Inc.,
536 West Maple Street
Roseburg
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 9-1, 1961

Section Riddle ("R" Street)

Kind of work Grading & Paving

Highway City Streets County Douglas

Section prefix 310-1729

Contractor Roseburg Paving, Inc.

Contract number 5880

Date of contract April 14, 1961

Specified work days 50

Date work started May 26, 1961

Work days used 72

Project authorization $18,551.14

Exclusive of engineering $17,231.95

Per cent of time elapsed 144 %

Estimated cost of completed project, exclusive of engineering $17,231.95

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $1,319.19

Engineering cost to date $1,200, 91 %

Date project was completed Aug. 16, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	—	100%	100%	—

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate and records submitted to Division Office 8-31-61.

This will be the final weekly report on this project.

1961

NO.

R. W. Mursell

Signed R. W. Mursell

Address P. O. Box 1128, Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

NOTED
C. G. SWENSON

6-13-61

RELEASE AGREEMENT

WHEREAS Edgar Phillip Blundell **and** Bertha C. Blundell **husband and wife are the owners of** Lots 15 and 16 **of Block** 23 **of the Town of Riddle as platted and recorded in the office of the County Clerk of Douglas County, Oregon; and**

WHEREAS said Lots front on "R" Street in the City of Riddle; and

WHEREAS the City of Riddle is engaged in the improvement of said Street by and with the Oregon State Highway Commission and its contractor; and

WHEREAS the undersigned have requested the City, the State Highway Commission and said contractor to modify the performance terms of said improvement contract to leave four (4) trees in the right of way of said street rather than remove the same and improve said street at that point, which trees are in front of the above-described lots;

NOW, THEREFORE, for and in consideration of the leaving of said trees in said right of way as requested by the undersigned, the undersigned do hereby release the City of Riddle, the Oregon State Highway Commission and Roseburg Paving Co. as contractor, of any and all liability, rights of action or damages which the undersigned might have against said parties by reason of said parties not removing said trees and improving said street right of way as originally contemplated in the base contract.

WITNESS our hands and seals this 13th day of June, 1961.

Edgar Philip Blundell (SEAL)

(SEAL)

STATE OF OREGON)
) ss.
County of Douglas)

BE IT REMEMBERED, that on this 13th day of June, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Edgar Philip Blundell and Bertha C. Blundell known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Edward E Hart
Notary Public for Oregon
My Commission Expires: March 17th 1963

LAW OFFICES
GEDDES, FELKER, WALTON & RICHMOND
435 S. E. KANE STREET
ROSEBURG, OREGON

RELEASE AGREEMENT

WHEREAS Edgar Phillip Blundell and Bertha C. Blundell husband and wife are the owners of Lots 15 and 16 of Block 23 of the Town of Riddle as platted and recorded in the office of the County Clerk of Douglas County, Oregon; and

WHEREAS said Lots front on "R" Street in the City of Riddle; and

WHEREAS the City of Riddle is engaged in the improvement of said Street by and with the Oregon State Highway Commission and its contractor; and

WHEREAS Edgar Phillip Blundell and Bertha C. Blundell have requested the City, the State Highway Commission and said contractor to modify the performance terms of said improvement contract to leave four (4) trees in the right of way of said street rather than remove the same and improve said street at that point, which trees are in front of the above-described lots;

NOW, THEREFORE, the City of Riddle does hereby release the Oregon State Highway Commission and Roseburg Paving Company as contractor from any and all liability, rights of action, suits or damages by reason of the leaving of said trees as so requested and by reason of altering the performance under said contract in order to leave said trees as set out in Exhibit "A" which is attached hereto, incorporated by reference and made a part hereof as if fully set out herein at this point verbatim.

DATED this 13th day of June, 1961.

CITY OF RIDDLE

By George R. Aker Jr
Mayor

ATTEST:

Avis Alexander
Recorder

STATE OF OREGON)
) ss.
County of Douglas)

On this 13th day of June, 1961, before me appeared George R. Aker Jr and Avis Alexander both to me personally known, who being duly sworn, did say that he, the said George R. Aker is the Mayor and the the said Avis Alexander is the Recorder of the CITY OF RIDDLE, and that the seal affixed to said instrument is the corporate seal of said City, a body political and corporate of the State of Oregon, and George R. Aker Jr and Avis Alexander acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

Edward E. Hart
Notary Public for Oregon
My Commission Expires:
March 17th 1963

LAW OFFICES
GEDDES, FELKER, WALTON & RICHMOND
435 S. E. KANE STREET
ROSEBURG, OREGON

RECEIVED
MAY 29 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

310-1727
5440

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 29, 1961

Roseburg Paving, Inc.,
536 West Maple Street
Roseburg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5880, awarded April 14, 1961, for grading-paving "R" Street in Riddle, Douglas County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

Riddle, Oregon
May 27th, 1961

City of Riddle
Riddle,
Oregon

Gentlemen:

It is understood that the Oregon State Highway Department through a contractor is presently engaged in the improvement of 4th Street and N Street within the City of Riddle; that such improvement requires the acquisition of right of way from the undersigned as set out on the Plat attached hereto, being a portion of Lots 9 and 10 of Block [illegible] of the original Town of Riddle as indicated on said Plat in cross-etching, being a triangular piece with 30 feet on 4th Street, 40 feet on N Street and a 50 foot hypotenuse.

It is understood that the City of Riddle has requested negotiations for the acquisition of said piece of right of way from the undersigned and that the undersigned have not stated a price thereon and the City of Riddle has made no offer on said property.

It is further understood that the contractor engaged in said work requires possession of said piece of property without delay, therefore, the undersigned do hereby grant to the City of Riddle, the Oregon State Highway Department and their contractors, the right to enter upon said right of way for the purpose of carrying on construction work of said project, pending the formal acquisition of said land by the City of Riddle.

Dated this 27th day of May, 1961.

Floyd E. Guy
Floyd Guy

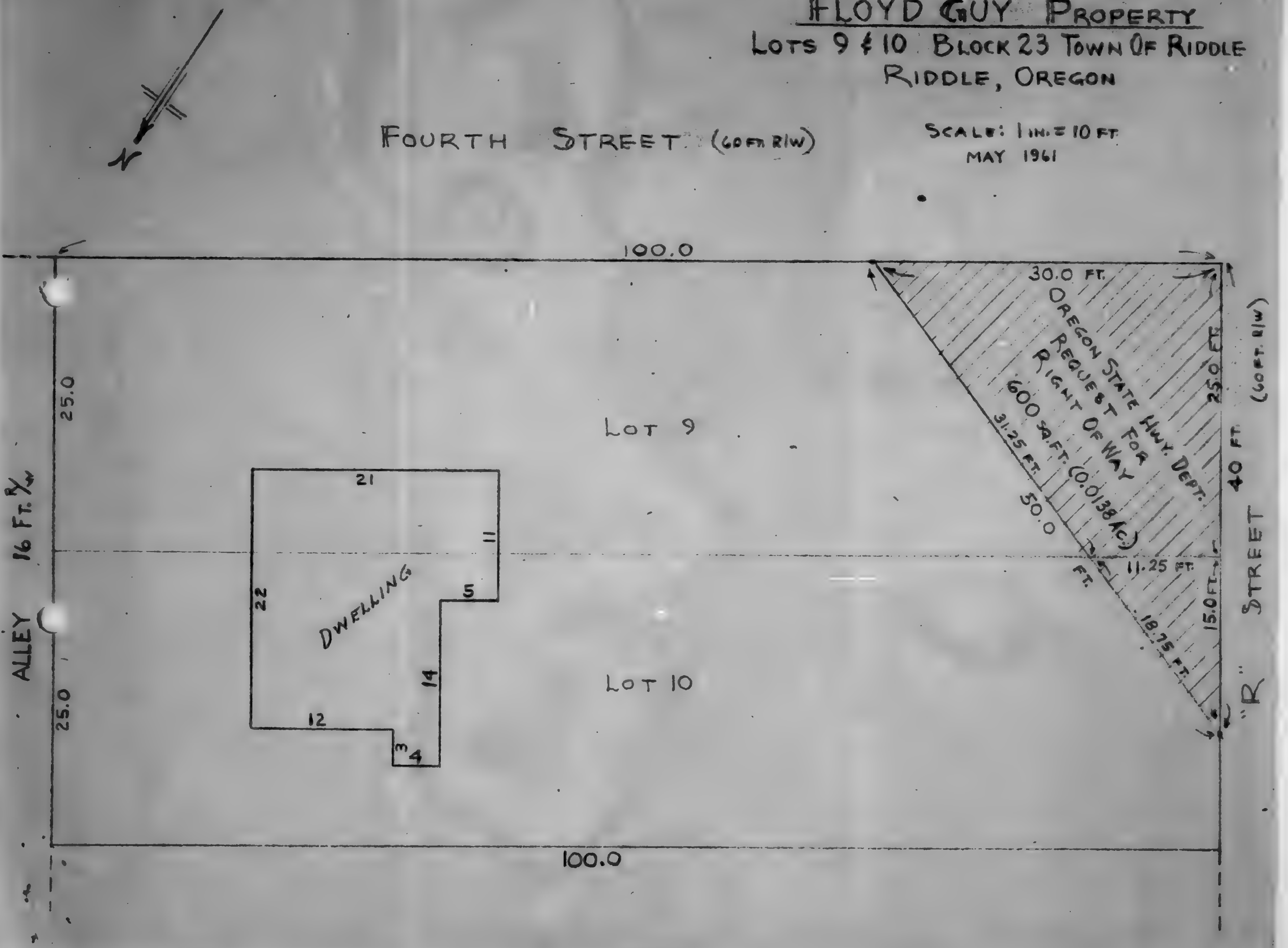
Martha E. Guy
Martha E. Guy

Witness
Virginia [illegible]
Box 251
Myrtle Creek Ave.
Lawrence F. Delaney
P.O. Box 468
Riddle Oregon

FLOYD GUY PROPERTY

LOTS 9 & 10 BLOCK 23 TOWN OF RIDDLE
RIDDLE, OREGON

SCALE: 1 IN. = 10 FT.
MAY 1961



3-22-61

Spec [illegible]
#4

RECEIVED
MAR 22 1961
FOR FILING

310-11729

5881

Salem, Oregon
March 22, 1961

$250,000 Fund Agreement
City of Riddle

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham

Attached is ;a conformed copy of an agreement with the City of Riddle covering the Special City Allotment project on R Street in the City of Riddle.

A fully executed copy of the above agreement has been retained in this office for the Commission*s files and one fully executed copy has been sent to the City of Riddle.

Secretary

rn
Ata ch: 1

FORM E-30X 50M 7-59 22126

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/17/61

SUBJECT: $250,000 Fund Agreement
City of Riddle

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on R Street in Riddle. Two copies of the agreement have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 11-3-60 Min page 33894
Floyd Query
Secretary

RECEIVED
MAR 22 1961
FOR FILING
310-1729

5880

March 22, 1961

Avis Alexander, City Recorder
City Hall
Riddle, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Riddle a fully executed copy of an agreement between the State Highway Commission and the City of Riddle covering the Special City Allotment project on R St. in Riddle.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

rn
enc.

NOTED
V. R JONES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

March 3, 1961

Mrs. Avis Alexander
City Recorder
City Hall
Riddle, Oregon

Dear Mrs. Alexander:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project on R Street. Enclosed are two copies of an agreement covering this project.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the Mayor please sign two copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return both signed copies to this office prior to March 15. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

agreement received
3-8-61
HCA

HCA:mm
Encl.

2-13-61

BE IT RESOLVED that the Common Council of the City of Riddle in regular meeting on the 13th day of February 1961, for and on behalf of the City of Riddle does hereby agree as follows:

1. To pay the cost of improving "R" Street within the City of Riddle in accordance with the plans and specifications as submitted to the Oregon State Highway Commission upon application for assistance therefrom pursuant to Sec.366.805 O.R.S. in excess of the sum of $20,000.00 up to the sum of $2,000.00. It being the intent of the present application and agreement with the State Highway Commission that such work and improvement will be paid for to the extent of $20,000.00 from funds available for such purpose in the hands of the Oregon State Street Fund pursuant to the above cited Section.

2. The Mayor and Recorder are hereby authorized and directed to execute all documents to carry into effect the purpose of said agreement and said application in accordance with this resolution.

Dated this 13th day of February, 1961.

Mayor

Russell C. Warner
Councilman

Councilman

Councilman

Albert Stingley
Councilman

Councilman

W. J. Coyle
Councilman
d

NOTED
V. R JONES

NOTED
Harold C. Ayers

NOTED

11-21-60

RECEIVED
NOV 23 1960
ENGINEER
COUNTY & CITY RELATIONS

LOCATION PROSPECTUS
"R" STREET and FOURTH STREET SECTION
RIDDLE CITY STREETS
DOUGLAS COUNTY

The following prospectus is submitted concerning the above-mentioned section of "R" Street and Fourth Street in the City of Riddle. The overall length of the project is 0.30 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment.

The typical section will consist of a 22-foot traveled way with 4-foot shoulders. The approved base design by G. L. Decker is:

Paving, Base and Wear	3½"
Top Course, Base	2 "
Bottom Course, Base	12 "
Total Depth	17½"

Final agreement with the City will be necessary.

November 21, 1960

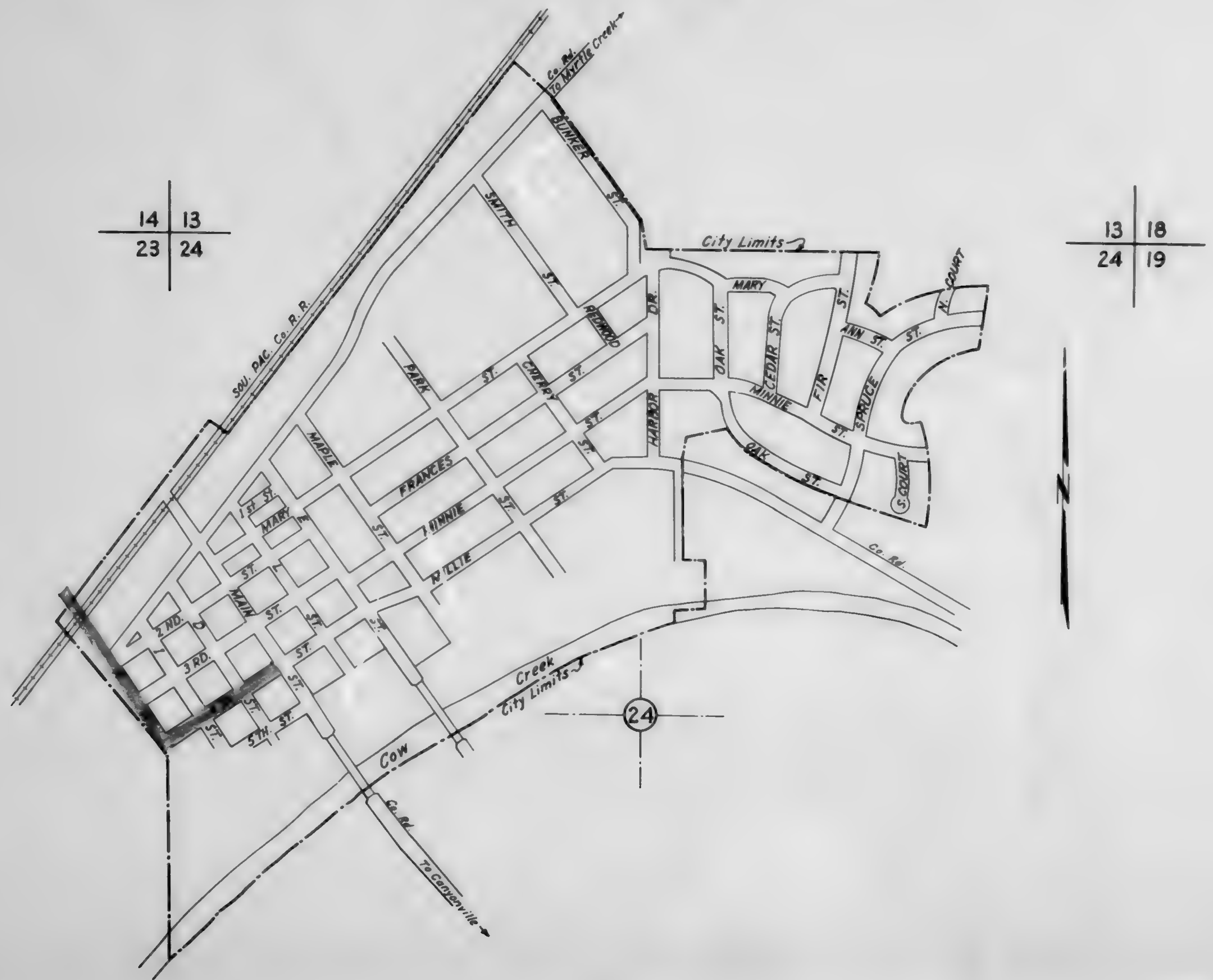
Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
F. D. Morgan (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

RIDDLE

DOUGLAS COUNTY

T. 30S., R.6W., W.M.



4-23-56

NOTED
H. S. COX

NOTED
Harold C. Avers

NOTED
C. G SWENSON

November 3, 1960

Mrs. Lois G. Howes
City Recorder
City Hall
Riddle, Oregon

Dear Mrs. Howes:

At its November 3 meeting the State Highway Commission approved the City's request for a construction project on 4th and R Streets to be financed from the Special City Allotment fund.

The project was approved on the basis that the City pay all costs of the project in excess of $20,000. This project is not to be constructed until after July 1, 1961, as requested in your letter of August 26, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

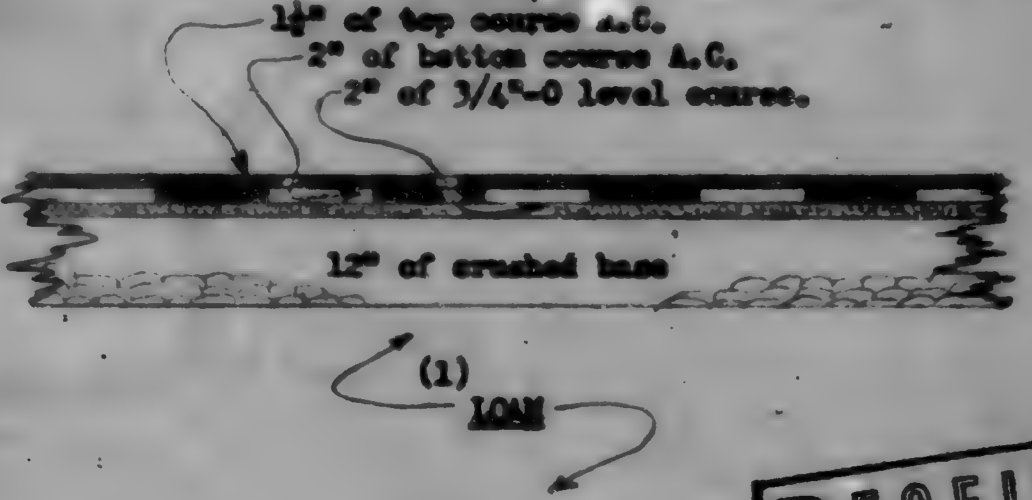
PROPOSED **PROPOSED**

Section "F" St. and 4th St. Highway City of Riddle County Douglas Profile

Res. Engr. Length of Project Miles. Sta. to Sta. Date 9-15-60

TYPICAL SECTIONS Traffic Classif. - HEAVY (Log Trucks) From H.C. Ayers

Soil survey and recommended surfacing thickness completed at the request of H.C. Ayers, County-City.



(1)
Typical Soil
24 LL
4 PI
45 % P200
19 % Gravel
36 % Sand
26 % Silt
19 % Clay
23 "R" Value

9-15-60

Required Base & Wear: Crushed	Required Base & Wear: Not Crushed	Designed Base & Wear: Exist. Surf. Alloc.	Designed Base & Wear: New Work	
			3½ 2 12	A.C. Level Cr Base
17½			17½	

RECEIVED
SEP 19 1960
ENGINEER
COUNTY & CITY RELATIONS

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by
Staff Assistant

Recommended by
Construction Engineer

Recommended by
for Engineer of Materials

Approved by Forrest Cooper
Deputy State Highway Engineer

CITY OF RIDDLE
RIDDLE, OREGON

August 26, 1960

Mr. H. C. Ayers, Field Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Sir:

At a Special Council meeting held August 25, 1960, I was instructed to notify you that the proposed project is acceptable and meets with Council approval, however, the monies in excess of $20,000 is not now available but can be budgeted in the 1961-62 budget and excess would be available shortly after July 1, 1961.

Very truly yours,

Avis Alexander
Avis Alexander, City Recorder

Re: 4th Street from Main St. to "R"
Street, from 4th St. to County
Road north westerly of R. R.
Crossing.

RECEIVED
[illegible]
[illegible]

8
250,000 Cal. Riddle 7-28-60

4th Street and "A" Street have been designated as the log & lumber truck route through the City for all trucks coming in from the 2 County roads to reach the many mills located to the S.W. area.

Is in poor condition 60' R.W. needs complete rebuilding – Crossing of 2 railroad tracks, one on switch tracks (no signal) 2 [illegible]. City Mayor said City council is willing to try and get automatic signals if project approved.

Believe we should recommend this project.

HCG

$250,000 ('61) RIDDLE

Preliminary Estimate

Fourth Street from Main Street to "R" Street; "R" Street from 4th Street to County Road north westerly of R. R. Crossing, a distance of approximately 0.30 mile.

Grade, place 12" baserock 30' width, 2" leveling course and 3" asphaltic concrete 22' in width, 4' shoulders.

Gen. excavation	900 cuyds.	$ 1.00	$ 900.00
Drainage excavation	90 cuyds.	5.00	450.00
12" culvert pipe	560 lin. ft.	3.25	1,820.00
Coarse Crushed Material	2500 cuyds.	3.75	9,375.00
3/4"-0 in. base	625 cuyds.	4.50	2,812.50
Sprinkling	80M/gal	4.00	320.00
Class "B" Asphaltic Concrete	725 tons	12.60	9,062.50

Estimate of construction cost	$24,740.00
12½% Engineering & Contingencies	3,092.50
Survey	500.00
	$28,332.50

1-11-60

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Riddle is an incorporated city of the State of Oregon and has a population of 1075 as given by the latest official census; and

WHEREAS, the following streets of said city, 4th Street and "R" Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular ~~or special~~ session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Riddle does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Lois G. Howes, Recorder as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 11 day of January, 1960.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Riddle at a regular or special meeting of said Council, held on the 11 day of January, 1960, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 11 day of January, 1960.

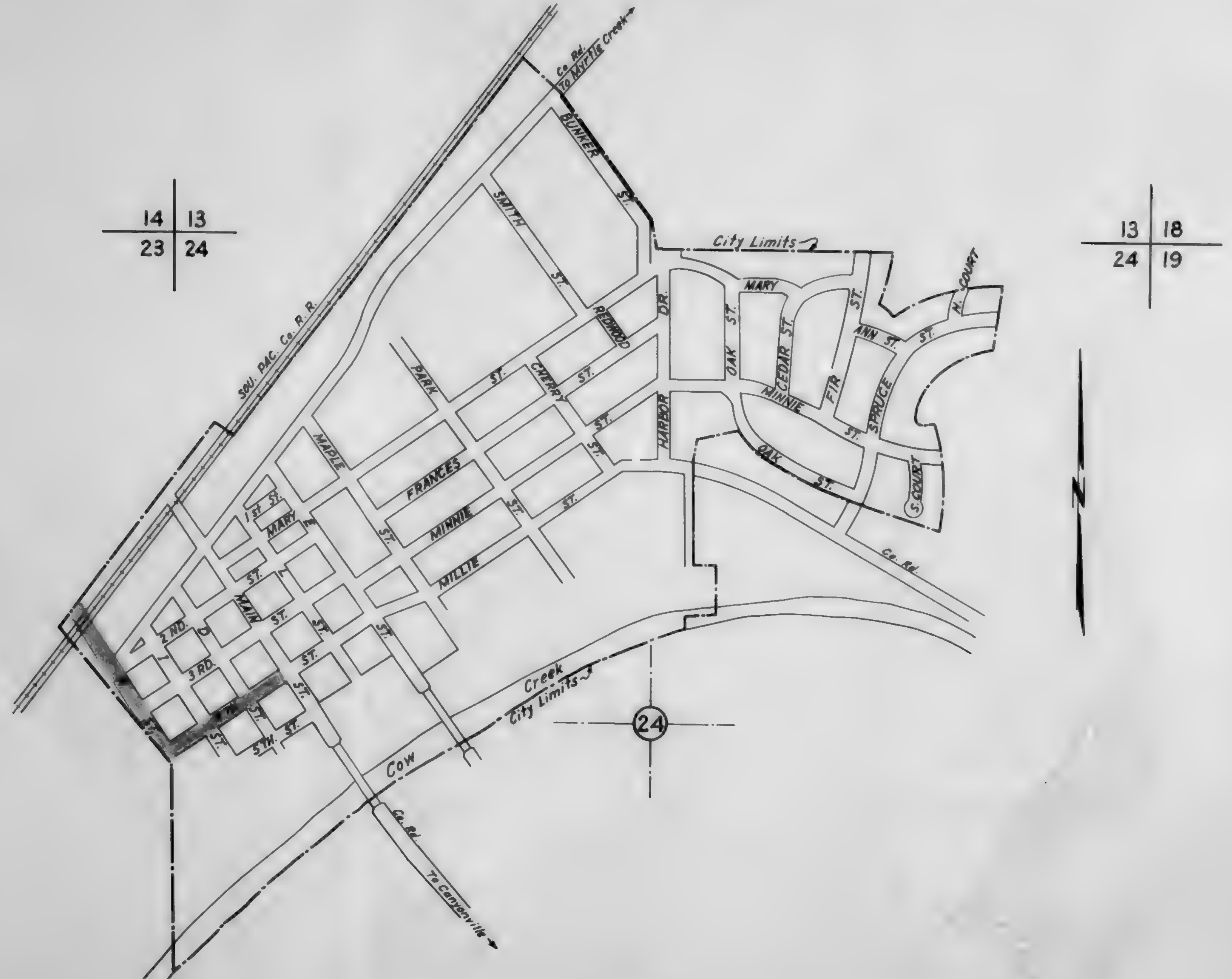
Lois G. Howes
City Recorder

RIDDLE

DOUGLAS COUNTY

T. 30S., R. 6W., W.M.

Scale 0 400 800 Feet



4-23-58

Riddle ("R" St.) S tion
Grading and Paving

Estimate File
3-13-61 Day
$ 250,000 ∠ 1961

No	Item	Quantity	Price	Amount
1	Clearing and Grubbing	All spec.		500 –
2	Drainage Excavation, Unclassified	38 CuYds	5 00	190 –
3	General Excavation, Unclassified	1,350 CuYds	1 00	1,350 –
4	12-inch Concrete Pipe	18 LinFt	3 25	58 50
5	18-inch Concrete Pipe	48 LinFt	4 50	216 00
6	Coarse Crushed Material in Base	1,750 CuYds	3 75	6562 50
7	3/4"-0 Material in Base	360 CuYds	4 50	1620 00
8	Sprinkling	50 M-Gals.	4 00	200 –
9	Class "B" Asphaltic Concrete	500 Tons	12 60	6,300 –
10	Extra for Paving Approaches	6 Only	30 00	180 –
			Total	$ 17,177 00

~~Extra Acct. [illegible]~~

Roseburg Paving	$ 19,247.40	~~Total~~ 12½% E & C	2147 13
Cont. 5880.		Total	19,324 13

I-5-1(29)27 Jackson St.-12th St. section,
Pacific Hwy., Medford Viaduct.
#5881
1961

I-5-1(29)27 Jackson St.-12th St. section,
Pacific Hwy., Medford Viaduct.
#5881 1961

CLA 2322 [illegible] 66

5881
I-5-1(29)27

FORM E-30-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

SALEM, OREGON
September 6, 1973

SUBJECT: Proposed Viaduct Parking Lot
Eighth Street-Tenth Street
City of Medford
Jackson County

To: Mr. A. Shirley, Jr.
Region 3 Engineer

ROSEBURG

NOTED
E. S. HUNTER

The attached correspondence and maps relating to subject matter have been reviewed by various personnel within the Highway Division and Federal Highway Administration and found to be consistent with previous agreement.

The matter of most concern appeared to be that of illumination pointed toward interstate traffic, thereby impairing driver vision. Suggest elaboration in this regard to City to insure that I-5 traffic will not be affected by luminaire glare.

The five points mentioned in George Thornton's August 3 letter to John Sheldrake should be incorporated into a letter to the City of Medford requesting their consideration, approval, and modification of their proposal to adhere to these requested items. Please review the foregoing and attached data and, in view of the existing agreement, reply to the City of Medford in this regard.

H. S. Cox
County and City Engineer

By

D N Harwell

D. N. Harwell
Assistant Engineer

DNH:lat
Att.

cc: E. S. Hunter
J. H. Versteeg

RECEIVED
SEP 6 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

5881.

J-5-169.27

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

August 22, 1973

Mr. Glen L. Green
Division Engineer
Federal Highway Administration
P. O. Box 300
Salem, Oregon 97308

Attention: T. P. Lowe

NOTED
E. S. HUNTER

#5881

Gentlemen:

Re: Proposed Viaduct Parking Lot
8th Street-10th Street
City of Medford
Jackson County

Attached are the subject parking facility plans from the City of Medford along with copies of two letters from our Region office. Mr. Thorton's letter sets forth some revisions to the plans and we concur.

We would like your comments and approval of this design. Please return the set of plans when you have finished with them.

Very truly yours,

Fred B. Klaboe
Administrator & State Highway
Engineer
By:

ORIGINAL SIGNED BY
J. H. VERSTEEG

J. H. Versteeg
Road Design Engineer

DNS:jh
cc: E. S. Hunter
H. S. Cox

RECEIVED
AUG 23 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

5/

Ref— 516164
Airspace Agre.

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 14, 1973

To: H. S. Cox
County-City Engineer
SALEM

SUBJECT: Proposed Viaduct Parking Lot
Eighth Street-Tenth Street
City of Medford
Jackson County

At this time we are submitting seven sheets of a plan we have received from the City of Medford, requesting the necessary approval by our people and the FHWA on the subject project.

Attached is a letter from George Thornton, District Engineer, Medford, with his comments on said proposal. We concur with Mr. Thornton's comments.

Alfred Shirley

ALFRED SHIRLEY, JR.
Regional Engineer

RJS/ks
Attach.

RECEIVED
COUNTY & CITY SECTION
AUG 16 1973
☑ ENGR. ☑ COOR. ☑ CE ☐ I.E ☐ UE
☐ UPE ☐ CE ☐ [illegible] ☐ PPE ☐

cc: D.N. Stoudenmeyer
w/ plans

FORM 2-30 (REV 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
August 3, 1973

SUBJECT: Proposed Viaduct Parking Lot
Eight Street to Tenth Street
City of Medford

To: John W. Sheldrake
Regional Maintenance Engr.
Roseburg, Oregon

Herewith returned are proposed plans for the "Viaduct Parking Lot" as submitted by the City of Medford.

A review of the plans were made and the following comments are noted for your consideration.

1. Suggest low growing shrubs for landscape areas under viaduct. Proposed landscaping includes Shore Pine, Douglas Fir, Coast Redwood, etc. which may prevent viaduct maintenance problems in future years.
2. Pole mounted luminaires outside viaduct area should be directed away from Pacific Highway. Present luminaires create reflections that tend to blind motorists traveling over the viaduct during adverse weather. This may be a factor in high accident frequency in that area.
3. Drainage lines crossing the bike path should be pushed, jacked, or bored. Any open cuts should not be permitted. Note line near Bt. #26 for example.
4. Larger shrubs should be set back a minimum distance of four feet from edge of bike path to retard encroachment by future plant growth.
5. Brackets for illumination attached to structure should be more detailed for typical areas not shown.

George T. Thornton
George T. Thornton
District Engineer

GTT: dmm

attachments
(Sent under
Separate cover in Tube)

RECEIVED
COUNTY & CITY SECTION
AUG 16 1973
☑ ENGR. ☐ COOR. ☐ [illegible] ☐ [illegible] ☐ [illegible]
☐ UPE ☐ CE ☐ RE ☐ RPE ☐

5881

I-5-1(4)27

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON 97501

June 26, 1973

NOTED
E. B. KL

Mr. Bill Cranford
State Highway Department
Salem, Oregon 97310

5881

Dear Mr. Cranford:

Re: I-5 Viaduct Parking Lot

In response to the letter received from Mrs. Isabel Sickels concerning the parking lot to be constructed under the I-5 overcrossing in the City of Medford, the City Council reaffirmed its position of endorsing this project and urging the State Highway Department to do whatever is necessary to expedite the construction of this facility. In addition, the Medford Parks Commission has endorsed this project and recommended to the City Council that the City of Medford proceed.

The question raised by Mrs. Sickels in her letter in opposition to the construction of the subject parking facility was predicated on a supposed conflict with the Bear Creek greenway concept. In preparation of the greenway plan, the long-established Bear Creek park chain adopted by the City of Medford was incorporated into the planning process. As a result, the City Council and the Parks Commission must evaluate each construction project within this park chain to determine the merits of the project. Both of these bodies have endorsed this project and have found that it does not conflict with the open space development along Bear Creek.

Once again, I urge the State Highway Department to expedite the construction of this project as it is an integral part of providing solutions to existing traffic problems which exist in the Medford downtown area. The coordination of these efforts with other city functions is imperative to effectively provide adequate community services.

Sincerely,

Richard Stevens

Richard Stevens
City Manager

RS:cd

RECEIVED
JUN 29 1973

Office of
Assistant State Highway Engineer
NOTED
WM. L CRANFORD

RECEIVED
JUN 28 1973
PLANNING SECTION

NOTED
ROBERT E. ROYER

NOTED
R. L. SCHROEDER

5381
I-5-1(29)27

5381

June 25, 1973

Ms. Isabel H. Sickels, Chairman
Bear Creek Greenway Committee
2608 Jackson Drive
Medford, Oregon 97501

Dear Ms. Sickels:

This is in reply to your letter of June 11 concerning the construction of a parking facility by the City of Medford under the I-5 overpass structure between Eighth and Tenth Streets in Medford.

On October 6, 1966, the Highway Commission entered into an agreement with the City of Medford permitting the construction of parking facilities utilizing the air space under the Bear Creek viaduct on I-5 in Jackson County. This agreement is still in force and therefore must be honored by the Highway Division.

We have discussed this matter with the Medford City Manager, Richard Stevens, and have been assured that the City's proposed parking facilities are not in conflict with the proposed development of Bear Creek.

Inasmuch as our agreement with the City of Medford has not been violated, your concern over this proposed parking facility should be expressed to the Medford City Council.

If we can be of any further service, please let us know.

Very truly yours,

F. B. Klaboe
State Highway Engineer

bc: A. E. Johnson
R. L. Schroeder
R. E. Royer
H. S. Cox
William L. Cranford

RLS:ajw dpy

FORM E-90 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1973

SUBJECT: Multiple Use of Right-of-Way in Medford

To: R. L. Schroeder
Asst. State Highway Engineer

Reference is made to the June 11, 1973 letter to Mr. Klaboe from Isabel H. Sickels.

On June 18, 1973 I called Medford City Manager Richard Stevens to see if the city had received a copy of Mrs. Sickels' letter and learn the city's intentions concerning the proposed parking lot under I-5. Mr. Stevens had not seen the letter and asked for a copy which I supplied by mail. He said he would discuss the matter with the City Council and let me know the results later.

Mr. Stevens called me on June 21, 1973. He said the City Council was "incensed" by Mrs. Sickels letter and that they intended to proceed promptly with the project. Mr. Stevens said that the project had been approved by the City Park Commission. Also, that the Bear Creek Greenway Concept was just a concept, not a plan as stated in Mrs. Sickel's letter. Even so, the Medford City Park Plan had been inserted in total into the Bear Creek Greenway Concept and there was no conflict between the two.

Mr. Stevens said that he would appreciate anything we could do to move the parking lot project along, as the city was ready to proceed. He asked if a letter concerning these facts would be of help to us and I replied that it wouldn't hurt. He said he would get such letter out by next week.

William L. Cranford
William L. Cranford
Urban Studies Engineer

WLC:we
Attachment

NOTED
R. L. SCHROEDER

RECEIVED
JUN 21 1973
Office of
Assistant State Highway Engineer

RECEIVED
STATE HWY ENGR
JUN 12 '73
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

2608 Jackson Drive
Medford, Oregon 97501
June 11, 1973

Mr. Fred Klaboe
State Highway Engineer
Highway Building
Salem, Oregon 97310

Dear Mr. Klaboe:

I am writing this letter to call your attention to a tentative approval given by the State Highway Department to the city of Medford for the construction of a parking lot under the I-5 overpass between 8th and 10th Streets in Medford, with the hope that you can forestall construction of this parking lot until further consideration is given to aspects of it that I feel have been overlooked.

I wonder if you are cognizant of the Bear Creek Greenway plan which has been endorsed by the Rogue Valley Council of Governments on February 26, 1973, and has been endorsed by all the major governmental units along Bear Creek including, I might add, the city of Medford? Indeed, Medford further indicated it's support for the open space proposal through allocation of $125,000.00 plus closing costs for 8 acres, and $3,000.00 for an option on additional land all to be dedicated for park purposes along Bear Creek, the money coming from the city's share of revenue sharing funds for the fiscal year 1972-73. $75,000.00 additional funds have been likewise dedicated out of the '73-'74 revenue funds.

For your information, I am enclosing a copy of Mr. William Riesland's Bear Creek Greenway Feasibility Study outlining this concept of thirteen park nodes interconnected by a bicycle/footpath trail system. With passage of a bill introduced by our state legislator, Mr. Al Densmore, the River Banks Park System Act (which has already passed the House and is scheduled for hearing tomorrow afternoon by the Senate Environment and Land Use Committee), the complete implementation of this open space corridor through the center of the Rogue Valley's urban area becomes a possibility. To destroy even so small a portion of this concept as the 8th-10th Streets Medford parking lot would do, is reprehensible. This land is contiguous to Hawthorne and Bear Creek Parks and as such should provide a necessary desirable green link between parks.

As designed, there will be parking under the overpass as well as an access road to be constructed almost immediately adjacent to the newly constructed and high use bicycle path along the banks of the creek. I find the proposed road even more detrimental to the proposed Greenway than the parking lot itself.

Please examine the Bear Creek Greenway plan, which is being enthusiastically pursued by many residents throughout this valley, and I feel convinced that on so doing, you will concur with me in the total undesirability of this incompatible land use promoted by some of the merchants of this city.

Sincerely,

Isabel H. Sickels

Isabel H. Sickels
Chairman, Bear Creek Greenway Committee

IHS/bc

cc: Mr. Glenn Jackson
Representative Al Densmore
Senator Lynn Newbry
Medford Park Development Commission
Medford City Council
Mr. Kessler Cannon

FORM E-123X 80M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 20 1966
[illegible] FILING

October 19, 1966

Mr. [illegible] Gutjahr
City Manager
City Hall
Medford, Oregon

Dear Mr. Gutjahr:

On October 6, the Highway Commission took favorable action pertaining to the permit agreement regarding use of air space under the Bear Creek Viaduct on the Pacific Highway No. 1 (I-5) within the city of Medford, Jackson County, Oregon.

Pursuant to your letter of September 2, 1966, requesting copies of maps and drawings attached to the agreement, you will find two prints enclosed herewith.

Thank you for your cooperation in this and other matters.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. N. Harwell
Assistant County and City Engineer

NOTED
F B KLABOE

DNH:mm
Encl
cc: F. B. Klaboe
L. R. Chandler

RECEIVED
OCT 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 22 1966

FOR FILING

I-5-1 (29) 27

5881

October 17, 1966

City of Medford
City Hall
Medford, Oregon

agenda #9

MISC. CONTRACTS and
AGREEMENTS No. 2322

Gentlemen:

We are enclosing a fully executed copy of a permit agreement covering the use of air space under the Bear Creek Viaduct on the Pacific Highway in Jackson County.

A fully executed copy of this agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

lmb
Enclosure

cc: Mr. H. S. Cox
Attn: Mr. Don Harwell
(Conformed Copy)

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1966

SUBJECT: Permit Agreement
Use of Air Space, Bear Creek Viaduct
Pacific Highway No. 1 (I-5)
City of Medford

(Pursuant to agreement of 12/12/60,
Seven Oaks-Ashland Section)

To:
Mr. Floyd Query /

OFFICE

REFERRED TO
Klaboe
BY SECRETARY

For approval & to place
on agenda if ok
FQ

Herewith is a suggested draft of a letter requesting Commission action on the attached subject agreement.

Please study the agreement, and if you approve, forward it to the Assistant State Highway Engineer for signature and presentation to the Highway Commisstion at the October 6 meeting.

D. N. Harwell
D. N. Harwell, Assistant Engineer
County and City Division

DNH:nr
Att.

OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 25, 1965

To: Mr. Floyd Query
OFFICE

SUBJECT: Permit Agreement
Use of Air Space, Bear Creek Viaduct
Pacific Highway No. 1 (I-5)
City of Medford

(Pursuant to agreement of 12/12/60,
Seven Oaks-Ashland Section)

REFERRED TO
[illegible]
BY SECRETARY

For approval and to place on agenda [illegible]
[illegible]

Herewith is a suggested draft of a letter requesting Commission action on the attached subject agreement.

Please study the agreement, and if you approve, forward it to the Assistant State Highway Engineer for signature and presentation to the Highway Commission at the ~~September 28~~ meeting.

D. N. Harwell
D. N. Harwell, Office Engineer
County and City Division

DNH:mm
Att.

VOID

APPROVED
Asst. State Hwy. Engr.

RECEIVED
AUG 26 1965
OFFICE
STATE HIGHWAY ENGINEER

NOTED
DON HARWELL

RECEIVED
SEP 16 1966

FOR FILING

I-5-1 ([illegible]) [illegible]

5881

September 14, 1966

Oregon State Highway Commission

Gentlemen:

There will be presented at the October 6 meeting a Permit Agreement pertaining to use of air space under the Bear Creek Viaduct on the Pacific Highway (I-5) within the city of Medford. This agreement is required pursuant to a previous agreement dated December 12, 1960, pertaining to construction of the Seven Oaks-Ashland Section.

The agreement grants the City of Medford the right to construct and maintain public parking facilities under the "viaduct" within the city. It is written in conformance with Bureau of Public Roads' rules and regulations, and we secured the Bureau's approval on August 2, 1966.

Under the terms of the agreement, the City will be allowed 10 years' free use of the property to offset construction costs. At the end of this 10-year period, a suitable lease charge will be negotiated. The agreement is cancellable on 90-day notice if the State requires the property for highway purposes or if the City's use endangers or impedes operation of the freeway.

Attached to the document is a Certificate of Insurance in the name of the City of Medford protecting the Highway Commission and any of its members against claims arising from the use of the viaduct in connection with the parking facilities.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
H. S. Cox
L. R. Chandler

(county-city) bg

RECEIVED
AUG 26 1966

FOR FILING

I 5-1(39) 27

5941

476

August 25, 1966

Mr. Don Bergstrom
Traffic Engineer
City of Portland
City Hall
Portland, Oregon

Dear Don:

As promised, I am forwarding you a copy of the permit agreement executed by the State of Oregon and the City of Medford for the use of air-space beneath the Medford-Bear Creek Viaduct, a portion of Interstate 5.

If I can be of any further assistance, please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
H. S. Cox

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klabo

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 2, 1966

In reply refer to: 08-35.7/410.3
XRef: I-5-1(29)27

FROM : A. W. Parsons, Division Engineer By: C. J. Mathias
Salem, Oregon Division Right of Way Officer

SUBJECT: Oregon Project I-5-1(14)28
Table Rock Road - 12th Street (Medford)
Proposed Use of Airspace Under the Medford Viaduct
(Mr. H. S. Cox's December 14, 1965 letter)

Your proposal to lease airspace under the Medford viaduct to the City of Medford for parking purposes is hereby approved.

When the revised lease document has been executed please forward us the usual number of copies for our approval.

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

copies to
Cox
Young
Morgan
8-11-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

OREGON STATE HIGHWAY DEPARTMENT

SUBJECT: air space - Permit agreement Medford Viaduct, Pac. Hwy 1 (Medford)

DATE: Feb. 7, 1966

TO: F. B. Klaboe, Asst. St.[illegible] Engr.

FROM: D. N. Harwell, Co-[illegible] [illegible]st

On Dec. 12, '60, State & City executed an agre[illegible] re: subject matter of construction details within Medford.

On Dec. 14, '65, an proposed agreement was forw[illegible] to the BPR for approval of "use of airspace" in rega[illegible] the viaduct structure.

The Oreg. Div. of BPR informs me this date that the pending agreement, sent under date of 12-14-65, is in the Wash. D.C. office & has been turned over to their General Legal Council for study & approval

When we will hear as to the decision of the[illegible] [illegible]cil is most likely some time away. I will keep you [illegible]ed!

D. N. Harwell
(SIGNATURE)

cc: L.H. Young - L.R. Chandler

PLEASE REPLY HERE

✓ Re: Assignment #476, FBK to H.S. Cox (2-17-66)

This date I called Mr. L.L. Quesnel of Salem BPR & he informs me that the Wash. D.C. BPR (Mr. Swick) has requested the General Council (Mr. Anders) to give this matter immediate attention

B/up ~~2-28~~ ~~3-10~~ ~~3-17~~ ~~3-29~~ 4-11

CC:

D. N. Harwell
(SIGNATURE)

2-17-66
(DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

2

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 12 1966
FOR FILING

August 10, 1966

Mr. G. J. Gutjahr
City Manager
City Hall
Medford, Oregon

(Reference: Agreement of 12/12/60,
Seven Oaks-Ashland Section)

Dear Sir:

Herewith are three revised copies of a permit agreement pertaining to the use of air space under the Bear Creek Viaduct on the Pacific Highway, Interstate 5, in Medford.

Please consider the contents of the agreement, and if you approve, have the Council adopt a resolution similar to the enclosed form, and execute and return to this office the signed copies of the agreement with copies of the resolution.

You will note that prior action was taken by the City Council on this matter on August 23, 1965, and October [illegible], 1965, but contents of said agreement were not in accordance with Bureau of Public Roads rules and regulations; however Bureau of Public Roads concurrence has now been received.

Contents of the agreement are based on the following:

(1) The City of Medford wishes to use the right-of-way, including the airspace, under the viaduct for public parking purposes.

(2) The State grants such use by City in conformance to Chapter 23, US Code, and the Rules and Regulations of the Department of Commerce's Bureau of Public Roads. Said rules include Instructional Memorandum 21-3-62 which covers the subject of leasing use of airspace under or over the Interstate Highway System.

(3) The City of Medford will develope said area for use as a parking facility and will operate it at City's sole expense. All work and maintenance to be performed thereon shall be under supervision of State and in conformance to State's and Bureau of Public Roads' rules and regulations.

(4) The general design for the space is shown on the attached exhibit and the proposed construction details are outlined on the exhibit and referred to in the agreement.

(5) Terms for the use and insurance covering public liability and property damage have been provided for in the agreement.

After certification by the Highway Commission secretary, a fully executed copy of the agreement will be returned to you for your records.

We appreciate your patience and consideration and sincerely hope execution of this document will conclude the matter satisfactorily. If we can be of further assistance, please feel free to contact this office.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

E. S. Cox

H. S. Cox
County and City Division Engineer

DNH:nr
Encl.

bc: Forrest Cooper
R. L. Porter
Floyd Query
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
G. E. Rohde
L. R. Chandler

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 13, 1966

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

use of
air space

Dear Bob;

Under date of May 11 we received a letter from Mr. J. W. Boyd, Assistant Division Engineer, regarding a recent discussion with you on the following matters:

1. Barnett Road Interchange (signing), as he indicated is against our policy to include more than two destinations on a sign. However, this is being studied further.

2. Medford Viaduct Agreement, is and has been in the hands of the Washington D. C. office of the Bureau of Public Roads for some time; we would hope to get a reply as to their approval or rejection within the next month or so.

3. Crater Lake Interchange(including Biddle Road connection) Agreement, was mailed to Jackson County on May 12 for consideration and forwarding to you for City Council approval. We trust the County and City will take action on this matter at their earliest convenience.

We appreciate your interest in these and other matters and if any questions arise please feel free to contact this office.

Very truly yours,

[illegible] Cox
County and City Engineer

By

D. N. [illegible]
D. N. [illegible]
Assistant Engineer

DNH:mr

cc: [illegible] Chandler

bc: F. B. Klaboe
V. D. Wolfe
L. H. Young

RECEIVED
FEB 17 1966

FOR FILING
I-5-1 (39) 27

5881

Salem, Oregon 97310
February 17, 1966

Parking Lease
Agreement-Medford
Viaduct, I-5

Mr. H. S. Cox
County-City Engineer
BUILDING

176

Please give me a short note on the status of this agreement.

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

RECEIVED
FEB 9 - 1966

OREGON STATE HIGHWAY DEPARTMENT

5881

SUBJECT: Airspace-Permit Agreement Medford Viaduct, Pac. Hwy 1 (Medford)

DATE: Feb. 7, 1966

TO: F. B Klaboe, Asst. St. Hwy. Engr.

FROM: D. N. Harwell, Co-City Div. Asst

On Dec. 12, '60, State & City executed an agreement re: subject matter & construction details within Medford.

On Dec. 14, 65, a proposed agreement was forwarded to the BPR for approval of "use of airspace" in regards to the viaduct structure.

The Oreg. Div. of BPR informs me this date that the pending agreement, sent under date of 12-14-65, is in the Wash. D.C. office & has been turned over to their General Legal Council for study & approval.

When we will hear as to the decision of that Council is most likely some time away - I will keep you informed!

D. N. Harwell
(SIGNATURE)

cc: L.H Young - L.R. Chandler

PLEASE REPLY HERE

NOTED
R. L. [illegible]

NOTED
FORREST COOPER

RECEIVED
FEB 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

CC: ____________ ____________ (SIGNATURE) ____________ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

RECEIVED
FEB 1 - 1966

FOR FILING

I-5-1(29) 27

5781

January 31, 1966

Mr. Don Bergstrom
Traffic Engineer
City of Portland
City Hall
Portland, Oregon

Re: Parking Lease Agreement

Dear Don:

I have not forgotten your request for a copy of our lease agreement with Medford for use of space beneath a viaduct section.

I did discover, though, when I returned to Salem that the proposal was "stuck" in Washington, D. C. As yet I do not even know what they object to; except that they do object.

When I get further information, I will advise you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:grb

cc: Forrest Cooper
R. L. Porter
F. D. Morgan

FORM E-125X 50M 9-64

RECEIVED
DEC 1 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 14, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Attention: Mr. Leo L. Quesnel

RE: Airspace on Interstate System
Project I-5-1(14)28
Permit Agreement, Airspace Use on
Bear Creek (Medford) Viaduct
Pacific Highway No. 1 (I-5)
City of Medford
(Pursuant to 12/12/60 agreement)

Dear Sir:

In compliance with Instructional Memorandum No. 21-3-62 issued May 4, 1962, regarding use of airspace on the Interstate System, your letter of August 25, 1965, and prior discussion with your office, herewith are copies of a pending agreement for subject section in Medford which is submitted for your consideration and approval.

Contents of the agreement are based on the following:

(1) The City of Medford wishes to use the right-of-way, including the airspace, under the viaduct for public parking purposes.

(2) The State grants such use by City in conformance to Chapter 23, US Code, and the Rules and Regulations of the Department of Commerce's Bureau of Public Roads. Said rules include Instructional Memorandum 21-3-62 which covers the subject of leasing use of airspace under or over the Interstate Highway System.

(3) The City of Medford will develop said area for use as a parking facility and will operate it at City's sole expense. All work and maintenance to be performed thereon shall be under supervision of State and in conformance to State's and B.P.R.'s rules and regulations.

(4) The general design for the space is shown on the attached exhibit and the proposed construction details are outlined on the exhibit and referred to in the agreement.

(5) Terms for the use and insurance covering public liability and property damage have been provided for in the agreement.

This agreement has been previously reviewed by you and corrections have been made as requested.

Prior approval has been given by the City of Medford, and if your concurrence is obtained the revised documents will be presented to the City and Highway Commission for proper execution after which copies will be forwarded to you.

We trust the agreement will meet with your approval and request your early consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
H. S. Cox
County and City Engineer

DWH:mm
Encl.

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
Tom Edwards
Ivan Merchant
D. H. Moehring
L. H. Young
F. D. Morgan
Victor Wolfe
L. R. Chandler
R. N. Chase
G. E. Rohde

RECEIVED
DEC 1[illegible] 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)
UNITED STATES GOVERNMENT

Memorandum

Kirton

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 25, 1965

In reply refer to: 08-35.7/410.3
X-file: I-5-1(14)28

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(14)28
Table Rock Road-12th Street (Medford)
Proposed use of airspace under Medford Viaduct
(Mr. H. S. Cox's August 11, 1965 letter)

REFERRED TO
Cox - Rohde - Young
BY ASST. STATE HWY. ENGR.

Cox - please discuss
8-30-65

Mr. Cox's letter submitted an advance copy of a Permit Agreement which would allow the city of Medford to use the airspace under the viaduct for public parking purposes.

Generally the agreement is satisfactory; however, we believe certain portions should be revised.

1. The longitudinal boundaries should be more definitely described than merely "under" the viaduct. If it is actually intended to limit use of the ground to that directly under the structure it would be desirable to make it perfectly clear, and if not, some other description would be preferable.

2. Paragraph 1(g) of "Things to be Done by City" calls for approval by the State Highway Engineer and the Bureau of Public Roads. We believe such agreements should call for approval of the plans by the State only as in paragraph 1(h). It is understood that Public Roads approval is to be obtained by the State before it gives approval, but the agreement, to which the Bureau is not a party, need not say so.

3. Paragraph 10 of the General Provisions does not include the paragraph from Page 2, Appendix C of the State's assurances which begins "That in the event of breach--". We believe inclusion of the paragraph is a requirement.

As a part of the submission we would like to see the plans for buffers called for by paragraph 1(h) of Things to be Done by City.

When the revised agreement has been prepared please send us three copies for further processing.

RECEIVED
AUG 30
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
AUG 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

H. S. COX

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible] 1964, [illegible] State
[illegible]
advertising signs, [illegible]
[illegible]

Mr. H. D. Stanley's September 27, 1965, memorandum transmitted a copy of the division's September 23 memorandum to you and a copy of proposed State-City agreement all relative to the above caption. While we find the proposal has merit, the Administrator's final action will be withheld pending conformance with the following:

1. The State is required to supply the minimum statements required under "Application for Approval of Use of Airspace", page 6, of Instructional Memorandum 21-3-62. The above transmittal failed to submit the State's application and all related correspondence.

2. The above transmittal memorandums recommend unrestricted use whereas we understand the city proposes selective use of the area. We note the description of the area makes no exception for cross streets, right-of-way width, etc. Further, the development plan, Exhibit "A", indicates parking is planned beyond (to Station 795±) the limits stated in the permit. The proposed use area and related description should be clarified to specifically designate (by legal description and plans) the area authorized for nonhighway use.

3. The identification of the pertinent Instructional Memorandum in the fourth "whereas" clause on page 1 of the agreement should be changed to read "instructional" rather than "informational".

4. Page 2, paragraph 1(a) under "Things To Be Done By City": should be supplemented to make the erection of any signs subject to restrictions and regulations by the State as provided by paragraph 10 page 4 of Instructional Memorandum 21-3-62.

5. On page 3 in paragraph 1 under "General Provisions" the words "a reasonable" should be deleted and "the" inserted, for the reason that the highway use is paramount to the parking permit of the city, and the language of the permit should reserve the unqualified right by the State to inspect, maintain and reconstruct the viaduct.

cc: Mr. D. H. Anders

RECEIVED
1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1(29)27

5881

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 15, 1965

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Attention: Mr. Leo L. Quesnel

RE: Project I-5-1(14)28
Permit Agreement, Air Space Use
Bear Creek Viaduct
Pacific Highway (I-5)
City of Medford
(Pursuant to 12/12/60 Agreement)

Dear Sir:

Herewith are three advance copies of the subject project agreement and as referred to in my letter of September 13, 1965.

Please forward to the regional or national B.P.R. office for consideration and approval.

This office will, if and when signed copies are received from the City of Medford, retain them until we have received B.P.R. notification of acceptance. They will then be forwarded to the Highway Commission for approval after which you will receive two fully conformed copies.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. N. Harwell
Office Engineer

DNH:mm
Att.

cc: F. B. Klaboe
L. H. Young
G. E. Rohde
R. N. Chase
F. D. Morgan
V. D. Wolfe
L. R. Chandler

RECEIVED
SEP 15 1965
OFF
STATE HI

FORM E-123X 80M 12-63

RECEIVED
1965

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1(29)27

5881

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 13, 1965

Mr. Robert A. Duff
City Administrator
City Hall
Medford, Oregon

(Reference: Agreement of 12/12/60,
Seven Oaks-Ashland Section)

Dear Sir:

Herewith are two revised copies of a permit agreement pertaining to the use of air space under the Bear Creek Viaduct on the Pacific Highway, Interstate 5, in Medford.

Please consider the contents of the agreement, and if you approve, have the Council adopt a resolution similar to the enclosed form, and execute and return to this office two signed copies of the agreement with two copies of the resolution.

After certification by the Highway Commission secretary, a fully executed copy of the agreement will be returned to you for your records.

You will note that the contents of the agreement are basically the same as in the previous agreement submitted to you August 11, 1965, and returned to this office August 25 for presentation to the Highway Commission for final approval. The Bureau of Public Roads then requested the changes in the agreement to comply with their policy and procedure manual.

We trust the agreement will meet with your approval as revised. If we can be of further assistance in this matter, please let us know.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. N. Harvell

D. N. Harvell
Office Engineer

DNH:mm
Encl.
bc: F. B. Klaboe
F. D. Morgan
G. E. Rohde
Victor Wolfe
L. R. Chandler

RECEIVED
SEP 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 90M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 13, 1965

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

SUBJECT: Project I-5-1(14)28
Permit Agreement, Air Space Use
Bear Creek Viaduct
Pacific Highway (I-5)
City of Medford

(Pursuant to 12/12/60 agreement)

Dear Sir:

Herewith is a revised advance copy of an agreement covering the subject project, as requested by your letter of 8/25/65 to Mr. Cooper.

The changes have been discussed by Mr. J. N. Hershberger of our own legal staff and Mr. Leo Quesnel of the B.P.R. and the agreement revised accordingly.

The agreement has been resubmitted to the city of Medford for execution, and upon its return it will be forwarded to the Highway Commission for final action. You will then receive two fully conformed copies.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. N. Harwell
D. N. Harwell
Office Engineer

DNH:mm
Encl.

cc: F. B. Klaboe
L. H. Young
G. E. Rohde
R. N. Chase

RECEIVED
SEP 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 31 1965

FOR FILING

I-5-1 (29) 29

5881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1965

SUBJECT: Permit Agreement
Air Space Use
Bear Creek Viaduct
Pacific Highway No. 1 (I-5)
City of Medford

To: Mr. G. E. Rohde
Chief Counsel
OFFICE

Attention: Mr. J. N. Hershberger

Herewith is a copy of the subject agreement with a letter from the B.P.R. indicating their objections and revisions required.

Please study the letter and agreement and if it meets with your approval and falls within the realm of possibility, revise the agreement accordingly.

This agreement seems to be generally satisfactory to the B.P.R. according to the letter, and it had been signed by the city and submitted to the Highway Commission secretary for the September 28 meeting. I have retrieved same from the Commission secretary and await your decision.

D. N. Harwell

D. N. Harwell, Office Engineer
County and City Division

DNH:mm
Att. BPR Letter & Agree.

cc: F. B. Klaboe w/BPR Letter
F. C. McKinney

Sharon,

Don Harwell picked up the agreement and rough draft to the Commission for the
Permit Agreement
Use of Air Space, Bear Creek Viaduct
Pacific Highway No. 1 (I-5)
City of Medford

He said "the Bureau didn't like it".

Barbara
8-27-65

NOTED
F. B. KLABOE

RECEIVED
AUG 31 1965
FOR FILING

Form CD-121
(11-63)
(Prescr. by
A.O. 200-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 25, 1965

In reply refer to: 08-35.7/410.3
X-file: I-5-1(14)28

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(14)28
Table Rock Road-12th Street (Medford)
Proposed use of airspace under Medford Viaduct
(Mr. H. S. Cox's August 11, 1965 letter)

REFERRED TO
Cox - Rohde
STATE HWY. ENGR.

Cox - please discuss
8-30-65

Mr. Cox's letter submitted an advance copy of a Permit Agreement which would allow the city of Medford to use the airspace under the viaduct for public parking purposes.

Generally the agreement is satisfactory; however, we believe certain portions should be revised.

1. The longitudinal boundaries should be more definitely described than merely "under" the viaduct. If it is actually intended to limit use of the ground to that directly under the structure it would be desirable to make it perfectly clear, and if not, some other description would be preferable.

2. Paragraph 1(g) of "Things to be Done by City" calls for approval by the State Highway Engineer and the Bureau of Public Roads. We believe such agreements should call for approval of the plans by the State only as in paragraph 1(h). It is understood that Public Roads approval is to be obtained by the State before it gives approval, but the agreement, to which the Bureau is not a party, need not say so.

3. Paragraph 10 of the General Provisions does not include the paragraph from Page 2, Appendix C of the State's assurances which begins "That in the event of breach--". We believe inclusion of the paragraph is a requirement.

As a part of the submission we would like to see the plans for buffers called for by paragraph 1(h) of Things to be Done by City.

When the revised agreement has been prepared please send us three copies for further processing.

RECEIVED
AUG 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 1 1965

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : ~~Mr.~~ Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 25, 1965

In reply refer to: 08-35.7/410.3
X-file: I-5-1(14)28

I-5-1(29)27

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

5881

SUBJECT: Oregon Project I-5-1(14)28
Table Rock Road-12th Street (Medford)
Proposed use of airspace under Medford Viaduct
(Mr. H. S. Cox's August 11, 1965 letter)

REFERRED TO
Cox - Rohde · Young
[illegible] STATE HWY. ENGR.
(Cox - please discuss)
8-30-65

done

Mr. Cox's letter submitted an advance copy of a Permit Agreement which would allow the city of Medford to use the airspace under the viaduct for public parking purposes.

Generally the agreement is satisfactory; however, we believe certain portions should be revised.

1. The longitudinal boundaries should be more definitely described than merely "under" the viaduct. If it is actually intended to limit use of the ground to that directly under the structure it would be desirable to make it perfectly clear, and if not, some other description would be preferable.

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As a part of the submission we would like to see the plans for buffers called for by paragraph 1(h) of Things to be Done by City.

When the revised agreement has been prepared please send us three copies for further processing.

NOTED
F. B. KLABOE

RECEIVED
AUG 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FORM 2-133X SOM 12-63
AUG 12 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-1(29)27

5621

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 11, 1965

Mr. Robert A. Duff
City Administrator
City Hall
Medford, Oregon

Dear Sir:

Herewith are two copies of a permit agreement pertaining to the use of air space under the Bear Creek Viaduct on the Pacific Highway (I-5) in Medford.

We realize this matter has been of considerable concern and sincerely hope it may be resolved by execution of this agreement.

Please consider the contents of the agreement, and if you approve, have the Council adopt a resolution as enclosed, execute and return to this office two signed copies of the agreement with two copies of the resolution.

After certification by the Highway Commission secretary, a fully executed copy will be returned to you for your records.

Please note that contents of the agreement are as previously discussed with your City Attorney and other city officials.

This agreement is pursuant to the previous city-state agreement of December 12, 1960, for the Seven Oaks-Ashland Section of the Pacific Highway (I-5).

We trust the agreement will now meet with your approval. If we can be of further assistance in this matter, please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

NOTED
F. B. KLABOE

H S. Cox

H. S. Cox by DNH
County and City Division Engineer

DNH:
Encl.
bc: F. B. Klaboe
F. D. Morgan   Victor Wolfe
G. E. Rohde   L. R. Chandler

RECEIVED
AUG 11 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 1 - 1965
FOR FILING

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 27, 1965

5831

RECEIVED
MAY 27 1965
LEGAL & RIGHT OF WAY

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Mr. Duff:

On Wednesday, May 5, Mr. P. B. Arensmeier of this office met with you regarding the pending permit agreement pertaining to the use of airspace (parking) under the existing Medford Viaduct on the Pacific Highway (I-5) in Medford, and he left a draft of subject agreement with you for presentation to the proper city officials for acceptance or rejection.

As of this date we have not heard from you and therefore would appreciate your advising us in the immediate future as to what decision has been reached.

If any questions arise, please feel free to contact this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. N. Harwell
D. N. Harwell
Office Engineer

DNH:mm

cc: F. B. Klaboe
G. E. Rohde
F. C. McKinney
L. H. Young
L. R. Chandler

RECEIVED
MAY 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1965
FOR FILING

Porter
Young

MEMO TO FILES
May 6, 1965

RE: Permit Agreement, Use of Air Space
Bear Creek Viaduct
I-5, Pacific Highway
City of Medford

On May 5, a permit agreement on use of air space under the Medford viaduct was presented to Mr. Robert A. Duff, City Manager of Medford.

He read the agreement in my presence and showed a slight bit of satisfaction regarding the "termination by mutual consent" clause, and stated that their present insurance may suffice for this requirement and that he would look into the matter. He was concerned that the city may not be able to meet the January 1, 1969, date for improvement.

Mr. Duff was told that the B.P.R. and Highway Department insist the stipulations set forth in this agreement must be met and signing the agreement within a short time is mandatory or the only recourse would be for the highway department to place a fence on the right-of-way line, thus terminating all parking under this facility.

His reaction to this was that this would be fine with him but the public would be the losers and object. He said this problem had been before him a long time and he would like to see it settled.

There was no comment made regarding any earlier agreement nor any reference made to one.

Mr. Duff appeared to accept the need for an agreement though he didn't say so. He will have the city attorney look over the permit agreement.

Their city council meets the first and third Thursdays. He couldn't assure any action by the council at the May 20 meeting but said he suspected this agreement would have a rough going over and he would contact us at an early date.

P.B. Arensmeier
P. B. Arensmeier
Mapping & Records Engineer
County and City Division

PBA:mm

cc: J. Hershberger
F. McKinney
G. Rohde
F. B. Klaboe

RECEIVED
MAY 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1 3 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 11, 1965

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Re: Medford Parking Agreement

Dear Mr. Duff:

Thank you very much for your letter of January 29 with respect to a proposed agreement as contemplated in the original City-State throughway agreement of December 12, 1960. Before proceeding further with your suggested changes in the proposed lease, I would appreciate a clarification of your letter.

On page 2 of your letter, paragraph 2, you state that you presume the agreement would not contemplate any improvements in the parking area presently being used by the general public, south of East Main Street and East 8th Street.

In July 1962 you forwarded a parking plan to the Highway Department, as shown on your Drawing No. X-9-2, at which time you indicated you wished to construct and landscape. If I interpret your letter correctly, you do not wish to have Drawing No. X-9-2 attached to any proposed agreement, since it apparently has been determined by the City that no improvement or landscaping is necessary, and that the parking area under the viaduct should continue to be used by the public in its present condition.

If my interpretation of your letter is correct, please notify me at your earliest convenience.

Yours very truly,

G. E. ROHDE
Chief Counsel

By
FRANK C. McKINNEY
Acting Assistant Counsel

NOTED
LLOYD P. SHAW

FCMcK:ks
cc: L.H.Young-w/encl.
Lloyd P.Shaw-w/encl.
G.E.Rohde-w/encl.

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

RECEIVED
FEB 1 1965
LEGAL & RIGHT OF WAY

January 29, 1965

Mr. Frank C. McKinney
Assistant Counsel
Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: Medford Parking Agreement

Dear Mr. McKinney:

Some time ago you delivered to Mr. Mansfield, who was then Medford City Attorney, a form agreement which the State Highway Commission enters into providing for a lease of state highway property for parking purposes beneath Interstate Highway overpasses. We have examined this agreement with a view toward hopefully entering into an agreement with the State Highway Department to permit general public parking on that State Highway Department property below the Interstate viaduct which lies to the south of East Main Street and East 8th Street.

Firstly, let me stress the importance to the citizens of Medford of the availability of this area for parking purposes. As you may know, downtown parking is at a premium and it is expensive for many persons who work in town to rent monthly parking spaces. A good many of our citizens who work in the downtown area park in the area about which we are now negotiating, and this benefits those persons in saving rental costs and it benefits the downtown area in that it releases parking space in the downtown area for the use of customer parking. I wish to appeal to the Highway Department and most particularly to their sense of public responsibility in obtaining the greatest land utilization possible. While I realize that the prime mission of the Highway Department is to construct highways, I am sure that the department is ever aware of its responsibility to the public in permitting land to be used to the fullest extent consistant with public safety. We are, of course, aware that you can and must affix certain safety requirements and to this we do not object so long as those requirements are reasonably necessary to protect the public. I certainly hope that the Bureau of Public Roads, which apparently has something to say in how you operate your highways, has a similar sense of responsibility to local needs.

Considering now the form lease agreement, Paragraph 2 contemplates the construction of improvements. I presume that our agreement would not contemplate any such improvements as the parking area is now in suitable form to be well used by the public.

Considering Paragraph 3, I would presume that you do not intend to exact a rental fee from the City of Medford, it being a public body and working in the interest of the public. Considering Paragraphs 4 and 6, the City would certainly be willing to agree to install no commercial facilities and to operate the property only for public parking purposes. As to the storing of dangerous materials and supplies, the City would agree to patrol this on a reasonable daily basis in order to insure compliance with Paragraph 6.

As to Paragraph 10, relating to the $10,000 bond, I am sure that you would be willing to waive this requirement in view of the fact that you are dealing with the responsible public body and not a private commercial operator.

As to Paragraph 12, the City would and should agree to properly maintain the premises for purposes of safety and appearance.

As to Paragraph 15, relating to lessee's duty to save and hold the state harmless from any and all claims arising out of the occupancy, I believe that a reasonable compromise would be for the City to agree to save and hold the state, its agents and employees, harmless from liability for injury caused by the negligence of the City, its agents or employees. We feel that the firm agreement of the City to reasonably and properly maintain and control the premises should suffice to greatly decrease the risk of liability. Surely the State Highway Department incurs a similar risk of liability in every operation it undertakes, and we see no reason why they should in this instance be able to entirely eliminate any risk. Put in other words, we feel that our proposal is reasonable in that the City would agree to save and hold the state harmless from the additional risk, if any, which incurs by virtue of the occupancy, but we do not feel that the state should be able to eliminate the risk which it would otherwise have.

As to Paragraph 17, relating to Liability Insurance, the paragraph above should equally apply.

As to Paragraph 21, this appears to be inapplicable and I would assume that you would remove it.

As to Paragraph 23, relating to termination, we feel that a reasonable compromise on this would permit the state to oust the City in the event of National emergency or in the event of the need by the state for true highway purposes, but we would like to suggest that except as above indicated, the period should be for a 10-year period. We are not unaware of Mr. Dec's memorandum dated September 30, 1963, in which he voices the desire that the agreement be revocable at will. We do not, however, feel that such a provision is either realistic or reasonable and does not appear to exhibit an appropriate balance between local and national interests, particularly in view of our agreement that the state could take over the property where a clear highway need is shown.

Dealing now with Mr. Dec's memorandum dated September 30, 1963, we would certainly agree that the area should be kept neat in appearance and we agree that the state should be given the authority to enter upon the right-of-way to perform maintenance and reconstruction. The item dealing with insurance has been discussed above as has the matter dealing with revocability.

As we indicated above, this matter is of importance to the people of the city of Medford, and we feel that we have made some reasonable proposals. We would respectfully request that you obtain approval of our propositions from whatever authority you deem necessary so that we might enter into a final integrated agreement. We would, of course, be pleased to discuss this matter further at your pleasure.

Very truly yours,

Robert A. Duff

ROBERT A. DUFF
City Manager

RAD:ds

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
NOV 19 1964
FOR FILING

9111

November 16, 1964

Mr. Roy C. Atchinson
Attorney, State Game Commission
P. O. Box 3503
Portland, Oregon

Re: Proposed Agreement
Rogue River Valley Irrigation
District-State Game Commission

Dear Roy:

During a recent telephone conversation you stated that you were going to prepare an agreement between the Highway Commission, Rogue River Valley Irrigation District and the State Game Commission with respect to the reconstruction of the District's diversion weir and fish ladder on Bear Creek in the City of Medford.

We have just received a proposed agreement from Mr. Van Dyke, and a copy of the same is enclosed herewith for your information.

This agreement has not been reviewed by our Engineering Department, as we thought it best to wait until we receive your draft so that we will know what provisions both the District and the Game Commission desire.

Yours very truly,

G. E. ROHDE
Chief Counsel

by

NOTED
TOM EDWARDS

FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks
enc.
cc: Mr. Frank J. Van Dyke
Mr. Tom Edwards
Mr. Ted Litchfield
Mr. G. E. Rohde

RECEIVED
NOV 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 22 1964
FOR FILING

September 10, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending three copies of Semifinal voucher for the Medford Viaduct Section, Federal-Aid Project No. I-5-1([illegible])27 in the amount of $50,389.69.

This voucher was submitted previously in the amount of $55,389.69 but was returned unpaid due to the lack of our getting an executed air space agreement with the City of Medford. We have reduced this voucher by our usual $5,000 [illegible] which should allow you to take the necessary steps to pass the balance for payment.

Our Legal Department is actively engaged in securing an acceptable agreement which will be in accord with IM 21-3-62.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:jb

cc: Mr. L. I. Lindas
Mr. F. D. Morgan
Mr. W. T. Wright
Mr. C. H. Maison

RECEIVED
SEP 18 1964

FOR FILING

4 881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1964

SUBJECT: Assignment: 2602-Edw

To:
Tom Edwards
Assistant State Highway Engineer

Building

An inspection was made of the large cracks and settlement around the columns under the Medford Viaduct.

The cracks and subsidence are due to poor compaction in the backfill placed where footing foundations for structure were excavated and backfilled along the banks of Bear Creek. Footing foundations are well below stream bed, and no settlement could be noted in the structure.

H.W. Hughlett
Horton W. Hughlett
State Bridge Superintendent

HWH:ia

cc: L. R. Chandler
    Att: C. Williams
  W. G. Krueger

RECEIVED
SEP 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

NOTED
LLOYD P. SHAW

Oregon State Highway
Photo# 950-864-27
TRAVEL DIVISION

950-27

Oregon State Highway
Photo 950-864-24
TRAVEL DIVISION

950- 7

Oregon State Highway

Photo# 950-864-25

TRAVEL DIVISION

750-25

RECEIVED
SEP 22 1964
FOR FILING

5411

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. L. H. Young

September 15, 1964

A. W. Parsons, Division Engineer
Salem, Oregon

By:
Original signed by
L. R. Backlund
Admin. Manager

L. R. Back
Administrative Manager

FAP I-5-1(29)27
Medford Viaduct Section (Structure)
Voucher No. 18 - Final

The above referenced project has not been accepted by the Bureau pending the consummation of an agreement between the City of Medford and the State for parking space under the structure; therefore, the final voucher assembly received in this office April 13, 1964 is returned.

Attachment

RECEIVED
SEP 16 1964
OFFICE OF
STAT

Orig. to Young
with attachments
9-16-64

copy to Cox
9-22-64

RECEIVED
JUL 17 1964

FOR FILING

5/41

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1964

SUBJECT: Viaduct Parking
City of Medford

NOTED
DON H.

To: Mr. H. S. Cox
County & City Engineer

Building

Allison

On March 31 I contacted Bill Mansfield, city attorney, and Mr. Duff, city manager of Medford, with respect to an agreement covering city parking lots under the highway viaduct through Medford.

The city is to now prepare, from the Bureau's instruction memorandum on air space, a list of the items which they feel they can do with respect to air space rentals of parking within and outside the ~~parking~~ area in Medford. As soon as the city submits the above, we will go over the same and discuss it with them, and then contact the Bureau for a waiver of such conditions as the city cannot possibly meet.

We will keep you informed as to the progress of this agreement.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: W. T. Wright
L. I. Lindas

RECEIVED
APR - 2 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
APR 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

MEMO TO FILES
1/10/64

Parking under Bear Creek Viaduct
by City of Medford

I met with Medford City Manager Duff and City Attorney Mansfield on Tuesday 7 January, 1964, to discuss parking agreement under subject viaduct.

City has previously indicated their disapproval of the inclusion of certain items pertaining to airspace regulations which have been recommended by B.P.R. Manager and Attorney have not changed their minds and insist that the original agreement concerning subject viaduct (dated 12/12/60) is binding and that the issuance of airspace regulations(IM 21-3-62) has not altered anything.

Mr. McKinney has indicated that the items recommended by the Bureau of Public Roads are valid and will have to be agreed to by Medford before the State Highway Engineer can approve the operation and administration clause of the parking agreement. The construction plans were approved by Mr. Cooper 7/15/63.

Medford has been informed of our stand but indicate a willingness to refer the matter to the courts rather than agree to the additional stipulations recommended by B.P.R. (insurance, blameless clause, etc.).

If considered appropriate by Mr. Shaw, will further contact Mr. McKinney and get his reaction to a meeting of appropriate legal officials of B.P.R., State Highway, and City of Medford for resolution of this problem one way or another.

R M Allison
R. M. Allison
Field Engineer, County & City Division

RMA:mm

cc: Lloyd Shaw ✓
L. R. Chandler
Frank McKinney

RECEIVED
JAN 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

OFFICE OF
THE CITY ATTORNEY

CITY OF MEDFORD
MEDFORD, OREGON

VED
63

October 25, 1963

Mr. Robert Allison,
Oregon State Highway Department,
City and County Relations Division,
State Highway Building,
Salem, Oregon.

Dear Bob: Re: Parking Agreement under Bear Creek Viaduct

You will of course recall that on October 24, 1963 I discussed with you the State Highway Department's proposed plan for an agreement concerning parking under the Bear Creek Viaduct.

Although I did not indicate any problems with regard to your suggestion in our discussion, I have now examined the agreement entered into between the State Highway Department and the City of Medford dated December 12, 1960, and have discussed the matter with Mr. Duff, City Manager, and it appears that there are several problems.

The City-State agreement gives the City the right to develop public parking areas under the Viaduct in accordance with such plans as may be approved by the State Highway Engineer. Obviously, the State Highway Engineer could not, under the agreement, refuse to approve all plans and thereby frustrate the intent of the original agreement.

As to giving the State the authority to enter upon the right of way to perform maintenance and reconstruction, Mr. Duff advises that he would be willing to recommend such a provision to the City Council, provided, however, that the State agreed to pay the cost of damages to any city facility caused by the State's maintenance or reconstruction.

With regard to your suggestion that the City provide insurance to pay damages resulting from the use of the air space, this was not contemplated in the original agreement and we are not interested in adding to our costs beyond that contemplated in the original agreement.

With regard to your suggestion that the agreement be placed on a term basis or revocable at will, be advised that the original City-State agreement, with regard to the City's parking under the Viaduct, is not on a term basis, nor is it revocable at will, and therefore the City would not be interested in decreasing its rights from those rights it obtained under the original agreement.

I should add that we have no desire to be difficult to deal with on this matter, but find it necessary to protect the City by not agreeing away those original rights obtained under the original agreement.

With kind personal regards to you, I am,

Yours very truly,

William A. Mansfield
City Attorney

cc Mr. Duff

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 18, 1963

SUBJECT: Parking under Bear Creek Viaduct (Medford)
Table Rock Road-12th Street Section
Pacific Highway

To:

Mr. H. S. Cox
County & City Engineer
Building

NOTED
R. H. FRANCE

RECEIVED
OCT 18 1963
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

Herewith letter from the Bureau of Public Roads along with sepias of reduced right of way map sheets. The Bureau of Public Roads requests that an agreement between the City and State be prepared including several suggested items as well as any which we may feel necessary.

Will you please prepare such an agreement along with the data requested in the letter and submit to this office for our perusal before submission to the Bureau.

F.D. Morgan
Construction Engineer

By D. J Barbee
D.J. Barbee
Assistant Construction Engineer

NOTED
V. R. JONES

Note:
10-18-63
Stoudenmair called re this AM for agree., to be submitted to Urban before finalizing. Don

10-28-63
Allison will handle. Don

DNS:jp
Enclo.

NOTED
R. M. ALLISON

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Shaw

DATE: September 30, 1963

[illegible]

FROM : T. Dec T. Dec
Assistant Division Engineer
Salem, Oregon

08-35.7

SUBJECT: Project I-5-1(29)27
Parking under Bear Creek Viaduct

Your letter of September 13, 1963 requested our approval to allow the City of Medford to develop a parking area under the viaduct within the highway right of way limits. It is felt that there will be no objection to the proposed plan; however, a proposed agreement between the State and the City of Medford other than the throughway agreement dated December 12, 1960, is necessary for our approval. This agreement should contain certain conditions as outlined in the AASHO Informational Guide on Air Rights Above and Below Interstate Highways dated October 7, 1961, and IM 21-3-62 dated May 4, 1962.

With reference to IM 21-3-62 the following conditions are some that should be included:

1. Page 4, Item ~~18~~ 12, requiring the area within the right of way to be kept neat in appearance.

2. Page 4, Item 15, giving the State authority to enter upon the right of way to perform maintenance and reconstruction.

3. Pages 4 and 5, Item 16, providing that adequate insurance be taken out by the applicant for payment of any damages of the facility and saving the State harmless from damage resulting from the use of the airspace.

4. Page 5, Item 17, requiring that the agreement is on a term basis and/or revocable at will.

The above conditions, plus any other conditions deemed necessary by your Department, should be included in the agreement.

(more)

NOTED
LLOYD P. SHAW

RECD
OFFICE OF
STATE HIGHWAY [illegible]

A reduced right of way map on which the right of way limits are clearly delineated and a cross section of the bridge structure should be submitted with the agreement.

Upon receipt of the aforementioned we will expedite this matter in every way possible.

FORM E-123X 50M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

September 13, 1963

Mr. A. F. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

RE: Parking under Bear Creek Viaduct
Project I-5-1 (29) 27
Pacific Highway (Interstate 5)
City of Medford

Dear Sir:

Under the terms of the throughway agreement between State and City of Medford dated December 12, 1960, covering the Seven Oaks-Ashland Section of the Pacific Highway, paragraph 11 under THINGS TO BE DONE BY STATE reads as follows: "State shall permit City, at City's sole cost, to develop parking areas under the said viaduct in the park area in accordance with such plans for construction, administration and operation of said park area as may be approved by the State Highway Engineer."

In accordance with page 6 of your IM 21-3-62 under "Applications for Approval of Airspace," the following information is submitted for your approval:

(1) The proposed area for parking under the viaduct will primarily serve the long-time parkers. These will be users of Hawthorne City Park, shoppers from the nearby central business district, and all-day employee parkers.

The section between 4th Street and Main Street will be developed as indicated with one row of spaces under and within the freeway right-of-way. Ultimately an exit road will be extended to 4th Street.

The section between 8th Street and 10th Street will be developed with two rows of parking spaces with an access to Almond Street at 9th Street.

Development by the City of Medford will include methods of regulating parking by means of parking meters, parking gates, and attendants or similar types of controls. Parking rates may be established to cover these costs and for repayment of development costs.

NOTED
V [illegible]

Eventually the parking area will be constructed with approximately 6 inches of crushed rock base and 1-1/2" to 2" of asphaltic concrete pavement with the necessary curbs, drainage, and lighting.

Landscaping may be developed in lieu of, or together with the parking on the Main Street-Jackson Street section.

(2) There is no State law governing use of air space but the State Highway Commission has the authority by agreement with the city if the parking is for public use only.

It is believed that the attached plans (3 sets) will not in amy manner violate the regulations outlined in IM 21-3-62.

As the City cannot proceed with development of the park until approval of the State and Bureau of Public Roads is received, it will be appreciated if you will do everything possible to expedite this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

JDG:mm
Att: Plans, 3 sets

cc: George Rohde
H. S. Cox

RECEIVED
SEP 20 1963
ENGINEER
COUNTY & CITY DIVISION

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 11, 1963
Salem, Oregon

SUBJECT:

To:

Mr. Frank C. McKinney
Chief, Office Section
Office

I had a call from the Construction Department today, who in turn has been questioned by someone from the Bureau of Public Roads relative to the use of space beneath the viaduct carrying the freeway through a portion of the City of Medford.

It seems that some of this space is either being used or to be used for parking, and the Bureau is wondering why no request has ever been made for such use. Would you please have someone look into the matter and let me know so a decision can be made as to what should be done, if anything?

My own recollection of this matter is that it was covered as a part of the throughway agreement between the Commission and the City of Medford wherein the viaduct through the city park was involved. I also believe the matter of landscaping and parking was covered in the agreement and probably subsequently by an easement.

It would also be my thought that the aforementioned was accomplished prior to the issuance of Bureau PPM's involving the use of air space above and below the freeway, all of which would account for why we have never taken the matter to the Bureau. We should probably check to see if our throughway agreement was approved by the Bureau at the time.

G E Rohde
G. E. ROHDE
Assistant Counsel

GER:jm

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

NO
Harold C. Ayers

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

July 12, 1962

Mr. H. S. Cox
County & City Relations Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cox:

Approval is hereby requested on the City of Medford's general plan for utilization of space under the viaduct on the Interstate system in the City of Medford.

We are mailing separately a sepia for reproduction that outlines the general plan for the development of landscaping and/or vehicle parking under the structure and within the right-of-way.

The area proposed for off-street parking will primarily serve the long-time parkers. These will be users of Hawthorne Park, shoppers from the nearby central business district, and all-day employee parkers.

The section between 4th Street and Main Street will be developed as indicated with one row of spaces under and within the freeway right-of-way. Ultimately an exit road will be extended to 4th Street.

The section between 8th Street and 10th Street will be developed with two rows of parking spaces with an access to Almond Street at 9th Street.

RECEIVED
JUL 13 1962
ENGINEER
COUNTY & CITY RELATIONS

Development by the City of Medford will include methods of regulating parking by means of parking meters, parking gates, attendants, or similar types of controls. Parking rates may be established to cover these costs and for the repayment of development costs.

Eventually the parking area will be constructed with approximately 6 inches of crushed rock base and 1½" to 2" of asphaltic concrete pavement with the necessary curbs, drainage and lighting.

Landscaping may be developed in lieu of, or together with the parking on the Main Street-Jackson Street section.

It will be noted that the plan does not in any manner interfere with the traffic on the Interstate system. It is our opinion that the plans suggested will not in any manner violate the regulations outlined in the "Bureau of Public Roads Instructional Memo" No. 21-3-62, use of air space on the Interstate system.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

cc: Vern Thorpe,
P. W. Director

Copies of letter & Print to

Cooper 1, Dec (BPR
Porter 1
Morgan.

7-25-62

Rd. C.

When replying, refer to
08-35.4-DB

408 State Highway Building
Salem, Oregon

June 6, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

The proposed agreement between the State Highway Department and the city of Medford submitted with your letter of May 31, 1960, concerning construction of the Interstate route through Medford is considered satisfactory with the following exceptions.

Under "Things to be done by State", paragraph 11 permits the city to develop parking areas under the viaduct in accordance with plans approved by the State Highway Engineer. It is our opinion that this paragrpah should be expanded to require approval of the city's plan for the administration and operation of the parking area.

It is noted that the agreement provides for the construction by the city of parking areas only whereas your letter mentions using the area for parking, park and allied recreational facilities. We cannot approve the use of this area within the right-of-way for uses other than parking.

Exhibit "A" which is made a part of the agreement by reference, shows the proposed layout of the Crater Lake Interchange. The layout as shown has not as yet been approved, therefore our approval of the agreement is conditional upon a further comparative cost analysis being made and our approval of the layout.

It is our understanding that construction usage and administration of the area under the viaduct will be in conformity with Cherry Memorandum No. 31, copy attached.

Very truly yours,

C. G. Polk
Division Engineer

Encl.

CONSTRUCTION DIVISION
RECEIVED
JUN 8 1960

NOTED
JOHN D. GRAHAM

NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

RECEIVED
JUN 1960

10. State shall design a viaduct structure over the city park area in such a way as to permit the City at some future date to extend 4th, 8th and 10th Streets under said structure. The locations for the said street extensions will be determined by City and submitted to State for approval prior to the construction of said viaduct structure. In the event the locations for the extensions of said streets have not been submitted to State when said viaduct structure is designed, ample space will be provided between the piers of said structure for the extensions of said streets.

11. State shall permit City, at City's sole cost, to develop vehicle parking areas under the said viaduct in the park area in accordance with such plans for the construction, administration and operation of said parking area as may be approved by the State Highway Engineer.

12. State shall landscape and maintain all the interchange areas, in addition to the areas at the ends of the separation structures, in a manner pleasing to the public.

THINGS TO BE DONE BY CITY:

1. City, by execution of this agreement, approves the construction of the Medford Unit, Seven Oaks-Ashland Section of the Pacific Highway as set forth in this agreement, including paragraphs 1 through 12 of THINGS TO BE DONE BY STATE, as well as the general plan outlined on Exhibits "A" and "B" for carrying the Pacific Highway through the City of Medford.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all City-owned water, sewer, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project, whether located inside or outside of the city limits. So that it may be reimbursed for such costs, City shall submit to State three copies of an itemized statement showing the costs and disbursements made, but City shall not charge State for the cost of replacing in kind any existing pipe, mains, conduits, meters, hydrants, or valves, or other facilities, except for the adjustment of manholes.

3. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all privately owned water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature which are located within any public street or way within the city limits and which are required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. To this end, City will exercise all of its municipal powers, including its legislative power, to require the relocation or reconstruction of such facilities.

4. By execution of this agreement, City does hereby consent, pursuant to and as required by ORS 373.030(2), to any and all changes of

10. State shall design a viaduct structure over the city park area in such a way as to permit the City at some future date to extend 4th, 8th and 10th Streets under said structure. The locations for the said street extensions will be determined by City and submitted to State for approval prior to the construction of said viaduct structure. In the event the locations for the extensions of said streets have not been submitted to State when said viaduct structure is designed, ample space will be provided between the piers of said structure for the extensions of said streets.

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4. By execution of this agreement, City does hereby consent, pursuant to and as required by ORS 373.030(2), to any and all changes of

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
C. G. SWENSON

May 5, 1960

7 Oaks - Ashland

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Sir:

In answer to your letter of April 21 concerning provisions for parking facilities beneath the viaduct through the Hawthorne Park area, please be advised that such provisions as outlined in your letter are being included in the proposed agreement for the freeway through the city of Medford.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc to: Mr. C. G. Polk
Mr. W. C. Williams
Mr. Tom Edwards
Mr. C. G. Swenson

RECEIVED
MAY 6 1960
ENGINEER
COUNTY & CITY RELATIONS

COPY COPY

PLEASE RETURN TO
LLOYD P. SHAW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Washington 25, D. C.

April 8, 1957

CHERRY MEMORANDUM NO. 31

TO: Assistant Commissioners and Regional Engineers

FROM: B. D. Tallamy, Federal Highway Administrator

SUBJECT: Parking Facilities Above or Below Interstate Highways

Recently we have received requests for interpretation of Section 112 of the 1956 Act in connection with the construction of parking facilities above and below the grade line of Interstate highways. The portion of Section 112 in question provides that agreements between the Government and any State for the construction of projects on the Interstate System may authorize the State, or political subdivision thereof, to use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles. The authority granted by this section is merely for the inclusion of the authority for such use in the agreement and does not give the State, or political subdivision thereof, the right to exercise such use unless provided for in an agreement.

In order that the application of this section might be as uniform as possible a study was made of the States' laws with a view to determining the demarcation between the uses that might be authorized and those that might not be authorized within the framework of the general law of the several States. As a result of this study it has been determined that in those instances where adequate State law exists the States could be authorized to construct parking facilities above or below the grade line of Interstate highways in the following situations:

(1) A parking facility owned and operated by a State or subdivision thereof with no charge made for its use.

(2) The parking facility owned and operated by the State or subdivision thereof with a charge made for its use.

(3) The parking facility owned by a State or subdivision thereof and operated by a contractor of the public authority, with all parking charges retained by the public authority.

(4) The parking facility owned by the State or subdivision thereof with the public authority having control over the parking rates and with all charges for use to be retained by the lessee.

NOTED
LLOYD P. SHAW

(5) The parking facility owned and operated by a public parking authority established pursuant to State law or city charter or ordinance, with all charges for use being retained by the parking authority.

(6) The air space leased to private persons who contract and operate the parking facility with the public authority to have control of parking rates.

(7) The parking facility constructed by a State or subdivision thereof for use by its own vehicles alone.

In order that the Bureau may make a determination as to whether the State should be authorized to construct parking facilities above or below the grade line of the Interstate highways in any of the situations outlined above, formal application should be filed by the State showing:

(1) The legal authority of the State or political subdivision to establish such facilities.

(2) The necessity to use the air space above or below an Interstate highway under the particular circumstances existing in each case.

(3) How and by whom the facilities are to be developed and operated.

(4) The plans under which the facilities will be constructed and operated.

(5) That the fees to be charged the public are fair and reasonable under the particular circumstances existing in each case.

The design, construction, and proposed method of operation of any facility authorized under the provisions of this section of the law would be subject to the approval of the district engineer. In determining whether or not such approval should be granted the district engineer should consider, among other things, the following: (a) Fire hazard, (b) Effect on traffic operation on both the Interstate highway and adjacent streets, (c) Effect on maintenance, and (d) Appearance. The State should not be authorized to construct such a facility if it would interfere with the normal use of the Interstate System or add any element of cost to it.

RECEIVED
JAN 27 1964
FOR FILING

FORM E-30X 50M 3-63 49606

5881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1964

SUBJECT: Medford Viaduct
Paint Claim by
C. H. Savage Company
Contract No. 5881

To:

Mr. Roy Norton
Resident Bridge Engineer
Oregon State Highway Department
2692 N. Pacific Highway
Medford, Oregon 97501

The C. H. Savage Company, painting subcontractors for the Medford Viaduct through the prime contractor, have requested a meeting in this office on February 7 at 2:00 P.M. to discuss this claim.

I am enclosing copies of letters from Peter Kiewit Sons Company dated January 3, 1964, and letters to Peter Kiewit Sons Company from C. H. Savage Company dated November 13 and July 9, 1963. I believe you have these letters in your file; however, they are sent just in case you do not have them.

Please plan to be in this office for the meeting with any material from your files which would be pertinent.

By copy of this letter I am also requesting Mr. E. G. Ricketts to be present at this meeting.

Ivan D. Merchant
Bridge Engineer

IDM/wm
Enclosure

NOTED
P. M. STEPHENSON

cc: Mr. L. R. Chandler
Mr. E. G. Ricketts
Mr. P. M. Stephenson ✓

RECEIVED
NOV 12 1963
FOR FILING

5881

MEMO TO FILES
October 30, 1963

MEDFORD: Table Rock Road
Bear Creek Viaduct

On October 24, I met with Mr. Vernon Thorpe, City Engineer, and Mr. William Mansfield, City Attorney, both of the City of Medford. Matters pertaining to the relocation of Table Rock Road and parking under the Bear Creek Viaduct were discussed.

Relocation of Table Rock Road: The City Engineer and City Attorney feel that street closures within city jurisdiction present no problem. Table Rock Road, however, is a different matter and the City requested more time to prepare a thorough culture and ownership layout to study the matter of access for the involved property owners. In deference to this request, Jackson County officials were not contacted. The matter of vacation of Table Rock Road could be of considerable concern. No doubt the County has reservations on vacating because of the property value of the existing right-of-way. A "public uses only" clause might be in order.

Bear Creek Viaduct: The City of Medford feels that the items desired by the BPR in their letter of September 30, 1963, are not in conformance with the throughway agreement of December 12, 1960. Although the airspace requirements (IM 21-3-62 of 5/4/62) were not in force at the time of the throughway agreement, it is felt that they are binding in this case. The City acknowledged the existence of IM 21 when they referred their plans to the State Highway Engineer for approval. The matter has been referred to our legal section. At this date the informal legal opinion is that a properly executed letter of conformance with air space regulations will be required. Our agreement with Medford reads that the approval of the State Highway Engineer is necessary for "administration, operation, and construction." This clause probably gives us the right to enforce Air Space requirements.

R. M. Allison

R. M. Allison, Field Engineer
County and City Division

NOTED
LLOYD P. SHAW

RMA:mm

cc: L. P. Shaw w/attach

RECEIVED
NOV 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

OFFICE OF
THE CITY ATTORNEY

CITY OF MEDFORD
MEDFORD, OREGON

October 25, 1963

RECEIVED
8 1963

Mr. Robert Allison,
Oregon State Highway Department,
City and County Relations Division,
State Highway Building,
Salem, Oregon.

NOTED
DON HARWELL

NOTED
R. M. ALLISON
copy made. Matter referred to Mr. McKinney
10/28/63

Dear Bob: Re: Parking Agreement under Bear Creek Viaduct

You will of course recall that on October 24, 1963 I discussed with you the State Highway Department's proposed plan for an agreement concerning parking under the Bear Creek Viaduct.

Although I did not indicate any problems with regard to your suggestion in our discussion, I have now examined the agreement entered into between the State Highway Department and the City of Medford dated December 12, 1960, and have discussed the matter with Mr. Duff, City Manager, and it appears that there are several problems.

The City-State agreement gives the City the right to develop public parking areas under the Viaduct in accordance with such plans as may be approved by the State Highway Engineer. Obviously, the State Highway Engineer could not, under the agreement, refuse to approve all plans and thereby frustrate the intent of the original agreement.

As to giving the State the authority to enter upon the right of way to perform maintenance and reconstruction, Mr. Duff advises that he would be willing to recommend such a provision to the City Council, provided, however, that the State agreed to pay the cost of damages to any city facility caused by the State's maintenance or reconstruction.

With regard to your suggestion that the City provide insurance to pay damages resulting from the use of the air space, this was not contemplated in the original agreement and we are not interested in adding to our costs beyond that contemplated in the original agreement.

With regard to your suggestion that the agreement be placed on a term basis or revocable at will, be advised that the original City-State agreement, with regard to the City's parking under the Viaduct, is not on a term basis, nor is it revocable at will, and therefore the City would not be interested in decreasing its rights from those rights it obtained under the original agreement.

NOTED
V. R.

I should add that we have no desire to be difficult to deal with on this matter, but find it necessary to protect the City by not agreeing away those original rights obtained under the original agreement.

With kind personal regards to you, I am,

Yours very truly,

William A. Mansfield
City Attorney

cc Mr. Duff

RECEIVED
OCT 9 1963

FOR FILING

5881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 7, 1963
Salem, Oregon

SUBJECT: Bear Creek Diversion Weir,
Medford.

To:

Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

Following the unusually severe flood of December 2, 1962, the stilling basin and downstream channel below the Bear Creek weir in Medford were silted up with gravel to within three feet of the weir crest. At the time, I was concerned that, should a severe flood occur, the silted-in channel and basin might result in tailwater depths that would flood property owners to the west or high velocities that might attack the banks downstream.

During the succeeding months, however, the gravel has been slowly moved downstream so that, when a profile was run on the channel bottom in the latter part of September, the gravel in the basin was about five feet below the crest of the weir and some floor blocks, the tops of which are six feet below the crest, were exposed.

A backwater computation, based on the repetition of the 1962 flood with the present bottom profile, indicates that, while there would be no freeboard on the west bank between Stations 781 to 782 and 784 to 785+50, there probably would be no flooding of consequence. Since the discharge of the 1962 flood was 1-1/2 times the estimated 50-year flood, I would consider the freeboard adequate.

The effect of the gravel deposition on the operation of the stilling basin was discussed with the Corps of Engineers and the Soil Conservation Service. The consensus was that the basin would be self cleaning and its operation would not be impaired. There was a difference of opinion as to the erosion of the floor and floor blocks that might occur as a result of gravel churning in the jet. The Soil Conservation Service, which has had more experience with this type of structure than the Corps, felt the erosion would be negligible.

NOTED
P. M. STEPHENSON

It would seem, therefore, that no gravel removal would be required to prepare the weir for the coming winter.

John C. Jenkins
Assistant Research Engineer

JCJ:bbc

cc: P. M. Stephenson

RECEIVED
OCT 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 30 1963

FOR FILING

[illegible]

September 27, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

On July 16, 1963, we wrote to you concerning release of final payment on contract #5881, awarded to Peter Kiewit Sons' Co., for the Medford Viaduct on the Jackson St.-12th St. Section of Pacific Highway in Jackson County.

Final payment on this contract is $100,871.09 and the total contract amount is $1,745,106.22, including $5,732.37 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
711 E. Main
Medford, Oregon

cc: C. H. Maisen
Attn.: John Herr

RECEIVED
SEP 20 1963

FOR FILING

5881

September 13, 1963

Mr. A. F. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon

RE: Parking under Bear Creek Viaduct
Project I-5-1 (29) 27
Pacific Highway (Interstate 5)
City of Medford

Dear Sir:

Under the terms of the throughway agreement between State and City of Medford dated December 12, 1960, covering the Seven Oaks-Ashland Section of the Pacific Highway, paragraph 11 under THINGS TO BE DONE BY STATE reads as follows: "State shall permit City, at City's sole cost, to develop parking areas under the said viaduct in the park area in accordance with such plans for construction, administration and operation of said park area as may be approved by the State Highway Engineer."

In accordance with page 6 of your IM 21-3-62 under "Applications for Approval of Airspace," the following information is submitted for your approval:

(1) The proposed area for parking under the viaduct will primarily serve the long-time parkers. These will be users of Hawthorne City Park, shoppers from the nearby central business district, and all-day employee parkers.

The section between 4th Street and Main Street will be developed as indicated with one row of spaces under and within the freeway right-of-way. Ultimately an exit road will be extended to 4th Street.

The section between 8th Street and 10th Street will be developed with two rows of parking spaces with an access to Almond Street at 9th Street.

Development by the City of Medford will include methods of regulating parking by means of parking meters, parking gates, and attendants or similar types of controls. Parking rates may be established to cover these costs and for repayment of development costs.

Eventually the parking area will be constructed with approximately 6 inches of crushed rock base and 1-1/2" to 2" of asphaltic concrete pavement with the necessary curbs, drainage, and lighting.

Landscaping may be developed in lieu of, or together with the parking on the Main Street-Jackson Street section.

(2) There is no State law governing use of air space but the State Highway Commission has the authority by agreement with the city if the parking is for public use only.

It is believed that the attached plans (3 sets) will not in any manner violate the regulations outlined in DM 21-3-62.

As the City cannot proceed with development of the park until approval of the State and Bureau of Public Roads is received, it will be appreciated if you will do everything possible to expedite this matter.

Very truly yours,

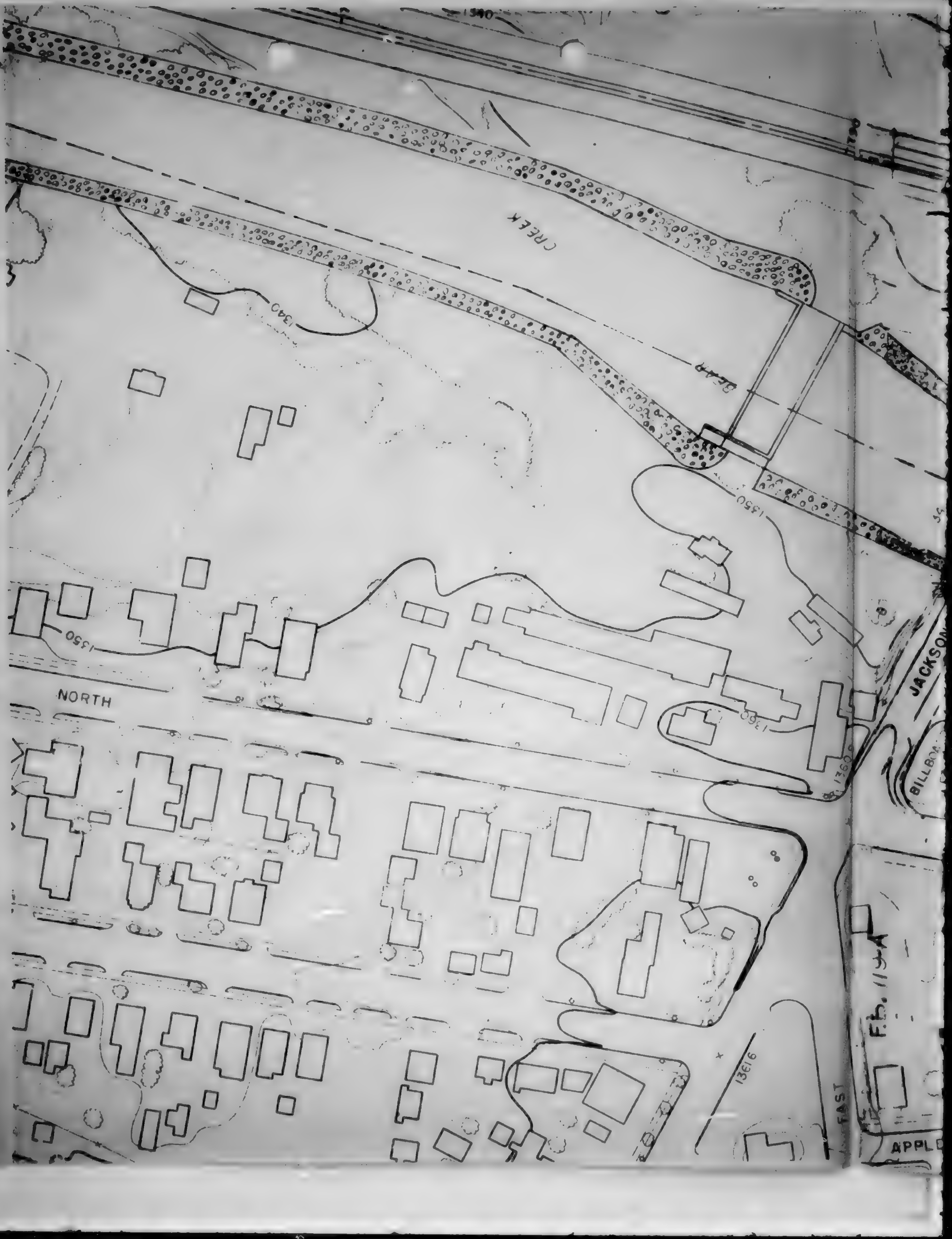
Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

JDG:mm
Att: Plans, 3 sets

cc: George Rohde
H. S. Cox


1340
CREEK
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NORTH
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JACKSON
BILLBOA
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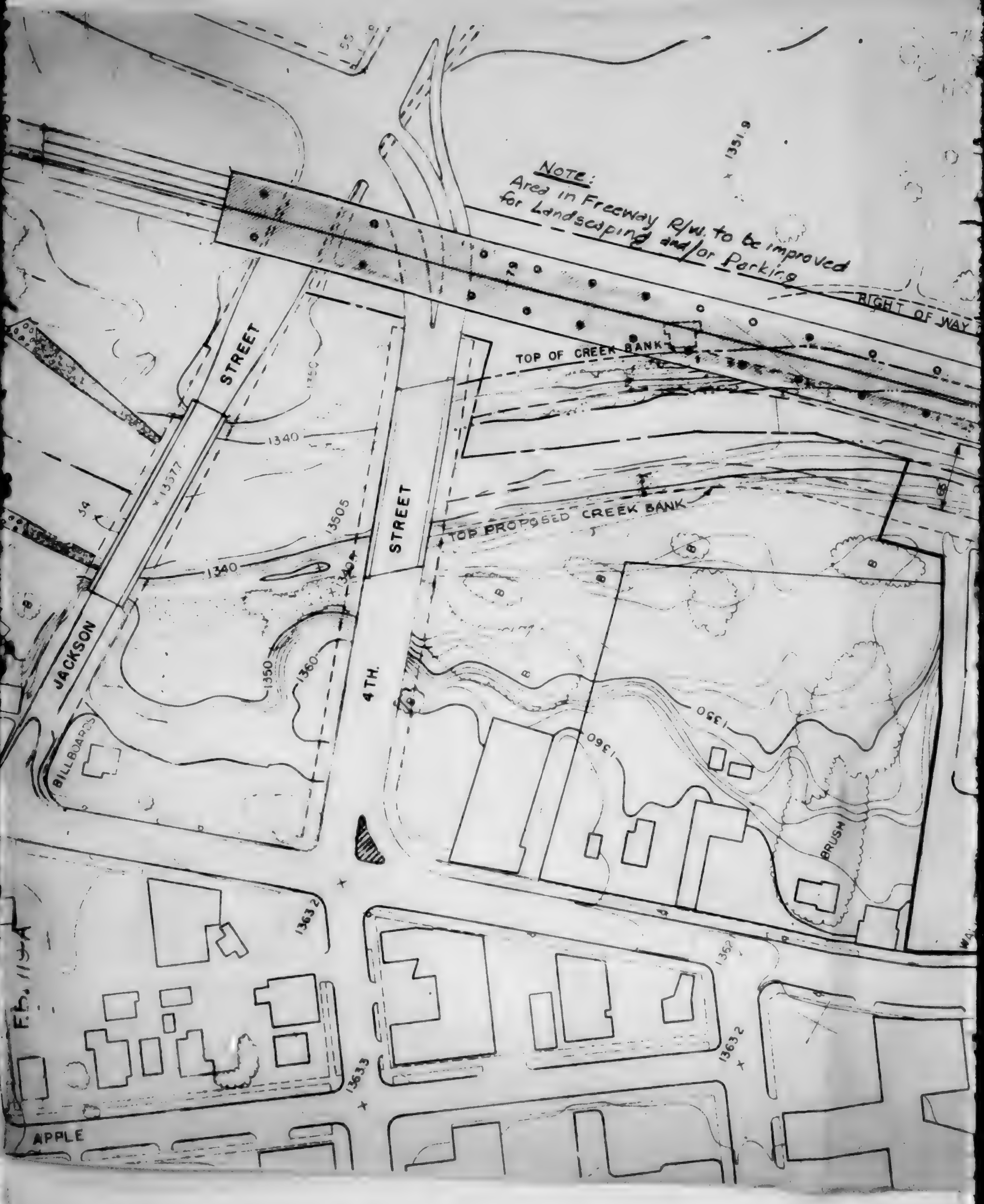
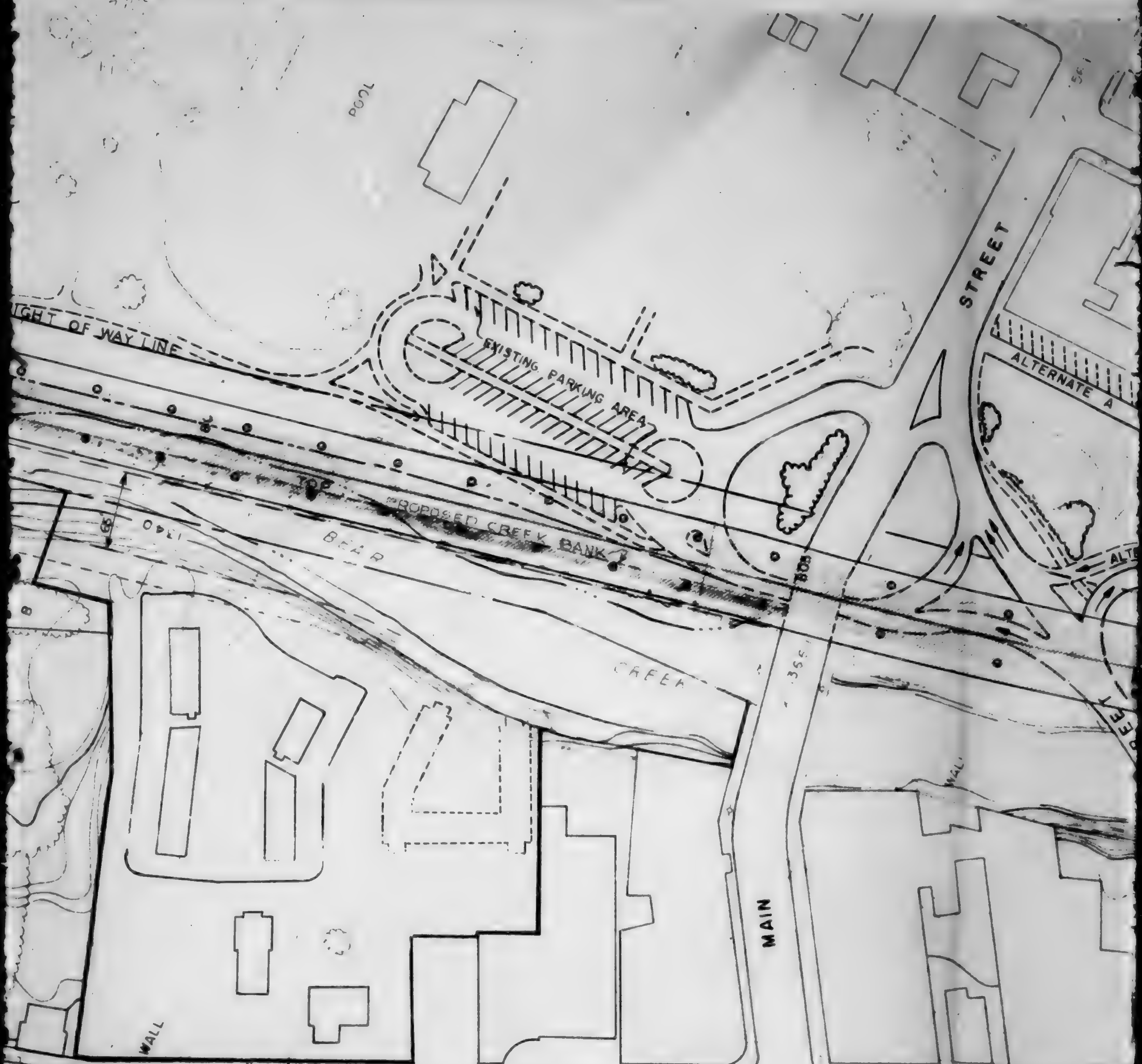
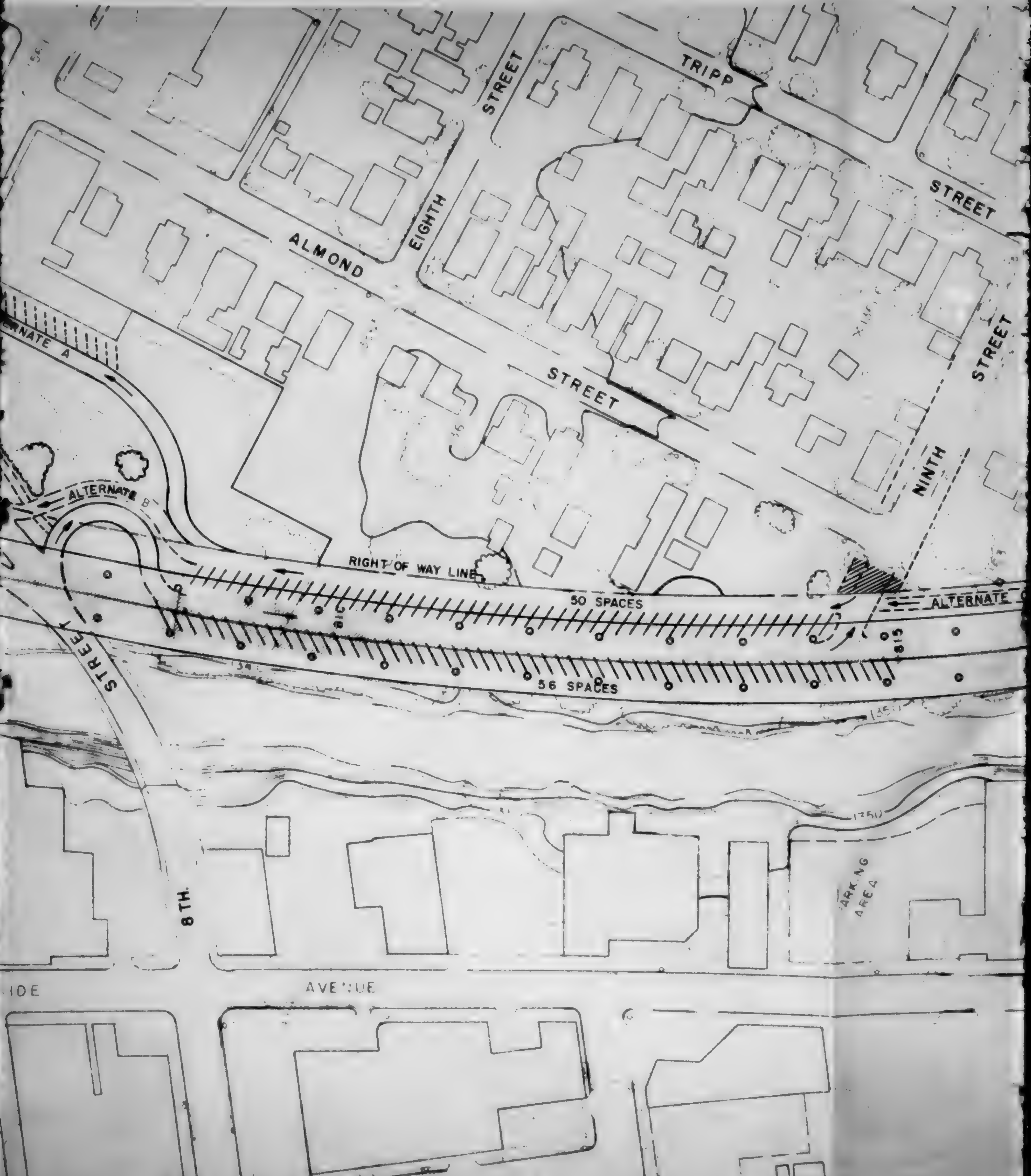
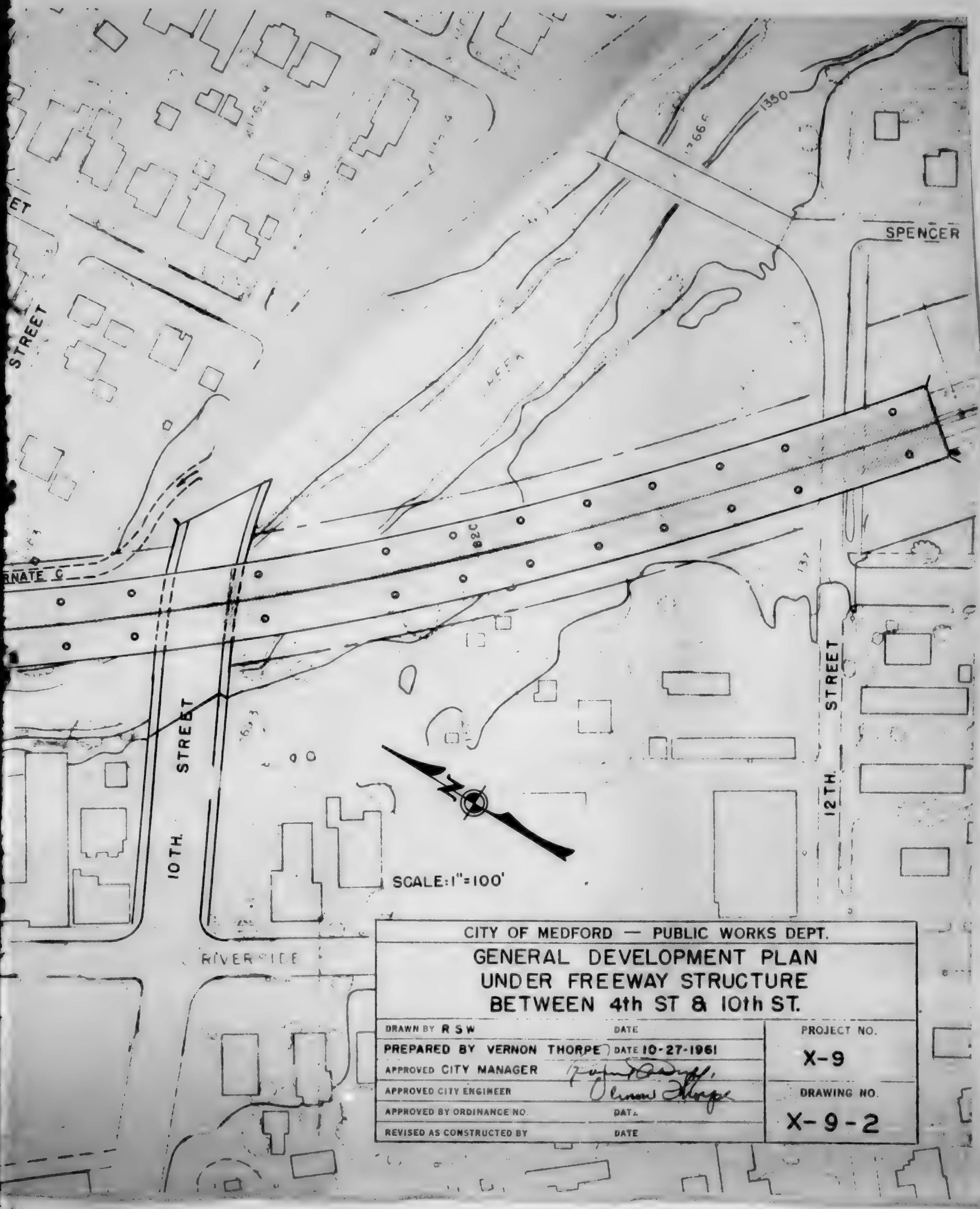
EAST
F.b. 1194
APPL



Note:
Area in Freeway R/W. to be improved for Landscaping and/or Parking
RIGHT OF WAY
TOP OF CREEK BANK
TOP PROPOSED CREEK BANK
JACKSON STREET
4TH. STREET
BILLBOARDS
BRUSH
APPLE
F.B. 119A
1351.9
1340
1350
1360
13505
13577
13632
13633
1362
B


IGHT OF WAY LINE
POOL
EXISTING PARKING AREA
STREET
ALTERNATE A
ALTE
TOP
PROPOSED CREEK BANK
1140
65
BEAR
CREEK
806
355
EET
WALL
MAIN
WALL
NORTH
RIVERSIDE


TRIPP
STREET
EIGHTH
STREET
ALMOND
STREET
STREET
NINTH
ERNATE A
ALTERNATE B
RIGHT OF WAY LINE
50 SPACES
ALTERNATE C
816
815
56 SPACES
STREET
8TH.
ARKING AREA
IDE
AVENUE



CITY OF MEDFORD — PUBLIC WORKS DEPT.

GENERAL DEVELOPMENT PLAN UNDER FREEWAY STRUCTURE BETWEEN 4th ST & 10th ST.

DRAWN BY R S W	DATE	PROJECT NO.
PREPARED BY VERNON THORPE	DATE 10-27-1961	X-9
APPROVED CITY MANAGER		
APPROVED CITY ENGINEER Vernon Thorpe		DRAWING NO.
APPROVED BY ORDINANCE NO.	DATE	X-9-2
REVISED AS CONSTRUCTED BY	DATE	

RECEIVED
SEP 9 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM 10~~
2692 North Pacific Highway
Medford, Oregon

30 August, 1963

RE: Medford,Viaduct
Contract No. 5881
Pacific Highway
Jackson County

Mr. R. B. Miller,
Medford Area Manager
Peter Kiewit Sons' Co.
711 E. Main St.
Medford, Oregon

Dear Mr. Miller;

This is to acknowledge receipt of the $10,467.00 claim by the C. H. Savage Company for alleged extra work performed while painting the structural steel on the above project. You will be notified of all action taken on the claim as you requested in your letter of 20 July 1963 that accompanied the claim. Work by this office in checking the claim is nearly complete and you should receive notification of the initial action taken on the claim sometime during the next week.

Very truly yours,

Robert L. Malcom
Ass't. Res. Bridge Engineer

NOTED
R. L. PORTER

NOTED
FORREST COOPER

cc: Mr. Forrest Cooper
Mr. I. D. Merchant
Mr. L. R. Chandler
Mr. C. H. Savage
File

RECEIVED
SEP 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP - 3 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 16 1963
FOR FILING

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[illegible]

July 15, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed June 19 on Contract No. 5881. The contract was with Peter Kiewit Sons' Company for construction of the Medford Viaduct on the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project, effective July 15, 1963, and that you concur in this procedure at the Commission meeting on July 18.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

FORM E-30 50M 11-61 40290

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1963

SUBJECT:

To: P. M. Stephenson
Ass't. State Highway Engr.

DEPARTMENT

Peter Kiewit Sons' Company completed work on the Medford Viaduct, Contract No. 5881, on the Pacific Highway in Jackson County, on June 19, 1963. This contract is ready for acceptance by the commission.

This is a Federal-aid project. We have a statement from the Bureau of Public Roads to the affect that they have inspected the contract and are accepting that part of the project as complete.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:dl

RECEIVED
JUL 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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5881

Rock Point-Seven Oaks - November 22
except Seven Oaks Railroad overcrossing which will be
December 21

Seven Oaks-Medford viaduct - December 21

FORM E 30 50M 8 61 38661

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 15, 1962

To: F. D. Morgan
Construction Engineer
Salem, Oregon

SUBJECT: Proposed Opening of
Interstate 5
Rock Point to Barnett Road

Att: F. B. Klaboe

Confirming our telephone conversation of Friday, October 12, I am forwarding herewith data concerning the proposed opening of I5 from Rock Point to Barnett Road.

Commencing with the Rock Point-Seven Oaks project, the paving has been completed with the exception of the bridge ends at the north slope of Blackwell Hill and the Southern Pacific Railroad crossing. It is anticipated that the structure at the Blackwell Hill will be completed by November 22 and the railroad overcrossing on December 21. As soon as possible, we will pave the approaches to the railroad overcrossing but will be unable to do any paving work on the other structure until it is completed. Therefore, the controlling date on this section is December 21.

On the Seven Oaks-Medford Viaduct Section, we have completed all paving work with the exception of the replacement of two panels of PCC concrete at the most northerly Bear Creek crossing on the northbound lane. As soon as weather permits, these panels will be poured. It is anticipated that they will be cured by November 21 and the project completed in its entirety. The Bridge Resident advises us that the Medford Viaduct will be completed by December 21.

On the 12th Street-North Ashland Section, the contractor has completed the PCC paving on the northbound lane from the middle Bear Creek crossing to the Medford Viaduct and has proceeded south from the Medford Viaduct past the gore point of the southbound off-leg at Barnett Interchange. In order to bring this section to completion to allow traffic as far as the Barnett Interchange, we will have to rock and pave the shoulders and complete AC paving of the interchange legs. Weather permitting, we hope to have this portion completed by December 1.

to Cooper
Send cc to Porter,
to Wolfe

FBK

CONSTRUCTION DIVISION
RECEIVED
OCT 16 1962

F. D. Morgan -2- Oct. 15, 1962
Construction Engineer

Att: F. B. Klaboe

In conclusion, the railroad overcrossing and the Medford Viaduct are the controlling features of any proposed opening date. Therefore, the earliest opening date that we can have is December 21.

J F Putnam
J. F. Putnam
Asst. Division Engineer

JFP:ds

RECEIVED
SEP 26 1962
FORM E-30 30M 1 40230

FOR FILING

[illegible]
5881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1962

SUBJECT:

To: Mr. H. S. Cox
County & City Relations Engineer
Office

Attached hereto is a letter from the Bureau of Public Roads concerning parking under the Medford viaduct.

Will you please take whatever action is necessary to see that the Bureau is furnished with the required application.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachment

Saw R.A. Duff 6-20-62 re above. He will send a sketch of proposed parking as soon as possible

RECEIVED
MAY 29 1962
ENGINEER
COUNTY & CITY RELATIONS

FORM CD-121
(9-22-59)

UNITED STATES OVERNMENT

Memorandum

U.S. PARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: May 21, 1962

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project, I-5-1(29)27, Medford Viaduct Parking Area

Reference is made to our November 1, 1961 memorandum on the above subject concurring in the general design for the development of a parking area by the City of Medford under the viaduct within highway right-of-way limits.

The above-mentioned memorandum and previous correspondence dating back to May 19, 1960 indicated that formal application should be filed with the Bureau in conformity with Cherry Memorandum No. 31, before the parking facilities are constructed.

Cherry Memorandum No. 31 now has been superseded by Instructional Memorandum 21-3-62, copies of which were submitted to you under separate cover. Your application for use of the airspace under the Medford Viaduct should be submitted in triplicate in accordance with outline on page 6 of I.M. 21-3-62. Two additional copies of this Instructional Memorandum are furnished herewith for your convenience.

Please advise us as to when we may expect to receive your application.

Enclosure

MAY 22 1962
STATE HIGHWAY ENGINEER

NOTED
R.L PORTER

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON 25, D.C.

May 4, 1962

INSTRUCTIONAL MEMORANDUM 21-3-62
36-20

Subject: Use of airspace on the Interstate System

Section 111 of title 23 of the United States Code, as amended by section 104 of the Federal-Aid Highway Act of 1961, approved June 29, 1961, provides as follows:

> All agreements between the Secretary and the State highway department for the construction of projects on the Interstate System shall contain a clause providing that the State will not add any points of access to, or exit from the project in addition to those approved by the Secretary. Such agreements shall also contain a clause providing that the State will not permit automotive service stations or other commercial establishments for serving motor vehicle users to be constructed or located on the rights-of-way of the Interstate System. Such agreements may, however, authorize a State or political subdivision thereof to use or permit the use of the airspace above and below the established grade line of the highway pavement for such purposes as will not impair the full use and safety of the highway, as will not require or permit vehicular access to such space directly from such established grade line of the highway, or otherwise interfere in any way with the free flow of traffic on the Interstate System.

It also provides that agreements, executed prior to the amendment, may be revised, to the extent that they relate to the utilization of space on rights-of-way of the Interstate System, to conform to section 111 as amended.

In order to conform with the requirements of the Act as amended, and yet insure the stability and safety of the Interstate System, the free access thereto, and the freedom and safety of traffic thereon, it is desirable to outline the rules and controls under which the airspace above and below Interstate highways may be used, so that they can be applied uniformly throughout the States.

The dimensional controls which follow are deemed to be minimum and should be exceeded wherever economically feasible.

Instances where it is desirable to utilize airspace above or below Interstate highways will ordinarily involve airspace above depressed sections or space below viaducts carrying roadways of an Interstate highway.

(more)

However, the Secretary may enter into agreements or amend agreements to authorize the use of airspace at any location above or below an Interstate highway determined to be appropriate.

Considerations Involved in the Granting of Authorizations for Use of Airspace Within the Right-of-Way

In any case where proposed to use airspace within the right-of-way for other than highway purposes, the State must establish to the satisfaction of the Bureau of Public Roads that the proposed use will not:

(a) impair the full use and safety of the highway;

(b) require or permit vehicular access to such space directly from the established grade line of the highway;

(c) otherwise interfere with the free flow of traffic on the Interstate System; or

(d) result in violation of Part 626 of the Regulations of the Administrator, Federal Aviation Agency, as amended.

Where a proposed use meets the foregoing criteria, it may be approved subject to the following conditions to protect the public interest:

1. Federal funds will not participate in any added costs whatsoever of construction of the highway project required by such use; i.e. for additional right-of-way, increased clearance for depressed highways, structural columns, ventilation, lighting, signing, etc.; or other changes in design, construction methods, or materials.

2. That the State and Public Roads shall approve prior to commencement of construction:

(a) the nature and term of the proposed use;

(b) the general design of the proposed facilities and such plans as the State highway department and Public Roads deem necessary to review;and

(c) the proposed manner of constructing and maintaining the facilities including advance arrangements for emergency maintenance procedures.

3. The proposed use of airspace below the grade line of the highway will not, at any point within the boundaries of the right-of-way, extend above a horizontal plane which is at least eight feet below the underside of an elevated structure, and the proposed use of airspace above the grade line of the highway will not, at any point within the boundaries of the right-of-way, extend below a horizontal plane which is at least 16 feet 4 inches

above the grade line of the highway, except as necessary for columns, foundations, or other support structures, and except that use of airspace by vehicles may be permitted within the eight-foot clearance area below viaducts where appropriate. Where control and directional signs needed for the highway are to be installed beneath an overhead structure, vertical clearance will be at least 20 feet from the grade line of the highway to the lowest point of the overhead structure.

4. No use will be permitted of airspace above ramps and the roadways with which they connect as will require piers, columns, or any other facilities to be placed so as to interfere with necessary visibility or reduce sight distances of drivers or in any other way interfere with the safety and freedom of traffic on such ramps and roadways.

5. All structure supports will be placed so as to clear the shoulders and safety walks of the highway and so as to conform to any other horizontal dimensions established by the highway department and the Bureau, provided that where the State highway department, with Bureau approval, determines there is sufficient width of median or outer separation and that location thereof within the median or outer separation will not interfere with the highway, supports may be located in the median or outer separation. All supports will be back of or flush with the face of any wall at such location. No supports will be located in the vicinity of the approaches to ramps or to the signing necessary to the use of such ramps in such position as will obstruct the view of approaching drivers.

6. No structure or structures over any Interstate highway which would be enclosed thereby shall occupy more linear feet of the right-of-way than can safely be occupied and permit adequate natural ventilation of the tunnel section for the conditions at the location, assuming a volume of traffic equal to capacity. Furthermore, each such covered length shall be preceded and followed by uncovered lengths of Interstate highway as will safely effect natural ventilation. The State highway department shall determine such lengths for each particular case subject to Bureau approval. Exceptions may be considered when complete tunnel ventilation is provided.

7. Unless tunnel ventilation is provided, structures over Interstate highways shall be so designed and constructed as to facilitate natural ventilation of the highway. To this end, the underside and any supports for such structures shall have smooth and easily cleanable surfaces. Supports for such structures shall leave as much open space on the sides of the Interstate highway as feasible, which space shall be appropriately grated where deemed necessary by the State highway department.

8. Structures authorized to occupy the airspace will be of fireproof construction as defined by the provisions of applicable building codes, and will not be used for the manufacture of inflammable material, or for any storage of materials or other purpose deemed by the State highway department or Public Roads to be a potential fire or other hazard to the Interstate

highway, and the operation and maintenance of the space will be subject to regulation by the State highway department to protect against fire or other hazard impairing the use, safety and appearance of the highway.

9. The occupancy and use of the airspace above or below an Interstate highway shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to rise above the grade line of the highway, or such as will subject the highway to hazardous or unreasonably objectionable drippings, droppings, or discharge of any kind, including rain or snow.

10. On-premise signs, displays, or devices may be authorized by the State highway department, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace, and shall be subject to reasonable restrictions with respect to number, size, location, and design by regulation of the State highway department, subject to Bureau approval.

11. Construction above or below an Interstate highway shall not require any temporary or permanent change in alinement or profile of the Interstate highway.

12. Provision is to be made for the proper maintenance of the facility to occupy the airspace in such manner as to cause no interference with traffic and to assure that the structures and the area within the highway right-of-way boundaries will be kept in good condition both as to safety and appearance, and shall include advance arrangements, for emergency maintenance procedures, approved pursuant to paragraph 2 of this heading.

13. Where the proposed use of the airspace above or below an Interstate highway requires additional highway facilities for the proper operation and maintenance of the highway, they shall be provided without cost to the Federal Government. These might take the form of fixed-source lighting, ventilation, additional signing and marking, special warning and communication devices, or other facilities.

14. Any agreement authorizing the use of such airspace for nonhighway purposes shall include a three-dimensional description of the airspace authorized to be so utilized.

15. The design and construction of the facility permitted in the airspace shall be such that access to the Interstate highway for maintenance and reconstruction is not impaired, and the agreement shall retain for the State the authority to enter upon the right-of-way and perform such maintenance and reconstruction. The agreement shall also enable the State to have full access to inspect the facility permitted in the airspace.

16. The agreement for the use of airspace shall require the authorized user to provide necessary safeguards to protect the public and the Interstate

highway, including adequate insurance for the payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damage.

17. In applications for the use of airspace for nonhighway purposes, consideration will be given by the State highway department and Public Roads to all future needs for such airspace for public highway purposes. The uses permitted will be on:

(a) a term basis; or

(b) revocable at will, or revocable on a specified period of notice.

The authorized uses will be subject to revocation for:

(a) violation of conditions of use;

(b) cessation of use; or

(c) abandonment of facilities.

Such authority to use the airspace shall not be transferred, assigned or conveyed without approval of the State highway department and Public Roads. Upon revocation of any such authority to use the airspace, it shall be restored to a condition satisfactory to the State highway department and Public Roads with no expenditure of Federal funds.

18. The instructions contained herein with respect to the use of airspace above or below the grade line of the highway do not apply to installations of public utility facilities occupying the rights-of-way of the Interstate Highway System pursuant to the AASHO Policy on Accommodations of Utilities on the Interstate System, 1959, accepted by the Bureau of Public Roads. (PPM 40-2, 3a(2)(g), October 26, 1961).

19. Where authorization is given by the Administrator to occupy the airspace for nonhighway purposes involving the construction or alteration of structures the nature of which is such that notice to the Administrator, Federal Aviation Agency, is required by Part 626 of the Regulations of the Administrator, Federal Aviation Agency, as amended, such authorization will be subject to the conditions:

(a) that such notice will be given as required and Public Roads be advised thereof;

(b) that the design and construction of the proposed facility will conform to the proper applicable criteria established by Part 626 of the Regulations of the Administrator, Federal Aviation Agency, to assure the safety both of the authorized nonhighway use of airspace within the right-of-way and of air navigation.

(more)

20. Title to airspace authorized to be used for nonhighway purposes shall be retained by the State.

21. Each case will be considered upon an individual basis by the State highway department and Public Roads.

22. Disposition of income received from the authorized use of airspace will be the responsibility of the State.

Applications for Approval of Use of Airspace

Each proposal by a State for the use of airspace will be submitted to the Administrator for approval. Proposals for incorporation of authorization in a project agreement, pursuant to section 111 of title 23, U.S.C., as amended, may be made at any time prior to execution of the project agreement. Applications for revision of a project agreement thereunder may be made at any time. The State's application will show:

1. a general statement of the proposed use;

2. the State's legal authority to use or permit such use of airspace;

3. how and by whom the space is to be developed and operated;

4. the general design for use of the space, including the construction of facilities; and

5. any other information available to assist in evaluating the State's proposal.

Exceptions

Requests for approval of exceptions to this memorandum will be submitted with detailed supporting information for decision in the Washington office.

This Instructional Memorandum supersedes Cherry Memorandum No. 31 dated April 8, 1957.

Rex M. Whitton

Rex M. Whitton
Federal Highway Administrator

RECEIVED
MAY 29 1962
FOR FILING

[illegible]

5881

Salem, Oregon
May 28, 1962

Mr. H. S. Cox
County & City Relations Engineer
Office

Attached hereto is a letter from the Bureau of Public Roads concerning parking under the Medford viaduct.

Will you please take whatever action is necessary to see that the Bureau is furnished with the required application.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachment

RECEIVED
MAY 16 1962
FOR FILING

4111

May 14, 1962

Mr. Robert A. Duff
City Manager
City of Medford
Medford, Oregon

Dear Mr. Duff

Your letter of April 16 suggested that the State might be interested in participating in a project on the banks of Bear Creek near the Medford viaduct structure. Apparently you desire to develop a parking area beneath this structure by improving the alignment of Bear Creek. We have no objection to the work but request that you submit your plans to us for our approval and accept liability for any damage that might occur to our facility in connection with your work. The matter would probably best be handled with a permit.

As to the matter of danger to our facility, we feel that it is nonexistent. The structure was properly designed and constructed and needs no further protection. Any erosion that might occur to the bank of Bear Creek beneath the structure would be very minor in nature and would not endanger the structure. It would be confined to our right of way and could be repaired by our maintenance forces dumping a few loads of rip rap into the specific damage area. Furthermore, we do not believe that erosion would occur anyplace else as the result of the construction of this structure adjacent to your park area.

While we do appreciate your taking the trouble to write us expressing concern for the structure, we do not feel that a problem of any moment exists.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Glenn L. Jackson
G. S. Paxson
R. L. Porter - with file
Victor D. Wolfe
L. R. Chandler
F. D. Morgan
FBK:bjh fn

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6 1962

5441

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 11, 1962

CONSTRUCTION DIVISION
RECEIVED
MAY 14 1962
NOTED— ☐ CE ☑ ACE ☐ ACE ☐ ☐ COE

SUBJECT: Assignment #133-K
Erosion problem
Medford Viaduct Section

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Att: F. B. Klaboe

With reference to your assignment No. 133-K, Medford Viaduct Section of the Pacific Highway, your letter of April 25 enclosing letters from Robert A. Duff, City Manager of Medford, and the U. S. Army District Engineer's office in Portland. In company with Mr. Victor Wolfe, Administrative Assistant, I checked this area on May 8. I find that the outer columns of the viaduct for about 600 feet are out into the old bed of Bear Creek, however, there is a considerable area of streambed inside these columns and the columns will not materially reduce the stream flow, except for the affect of the turbulence caused and possible drift collection. In addition, I find that the streambed upstream from the area where the columns encroach is very much smaller than that under the new viaduct. The new bridges on Bear Creek, recently constructed under our supervision, appear to have a smaller capacity than that of the stream under the viaduct. Their actual water capacity is not known, but it is very doubtful that they could carry the 50-year flood of 8600 cubic feet per second, as estimated by the U. S. Engineers.

As stated in your letter of May 7 to Mr. Porter, there is no apparent danger to our structure because of erosion, and I concur with your recommendation that the city be advised that the State would not benefit sufficiently to justify contributing to a parking lot development. The parking lot development may not materialize and any necessary riprap could probably be added as needed. To completely blanket the slope on Bear Creek and the bottom of the streambed to the outer edges of the columns would require approximately 4000 cubic yards of riprap at an estimated cost of $2.50 per cubic yard. This estimate should be fined down by a survey if it is concluded that it should be done. No riprap is included in the present Medford Viaduct contract.

L R Chandler
L. R. Chandler
Division Engineer

LRC:ds

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MAY 15 1962
OFFICE OF
STATE HIGHWAY ENGINEER

send copy to Porter

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MAY 9 1962
FOR FILE

[illegible]

5881

FORM E-30X 50M 7-60 29366

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1962

SUBJECT: Parking Development and Channel Erosion Under Medford Viaduct

To: Mr. F. D. Morgan
Construction Engineer
BUILDING

Attention: Fred B. Klaboe

Reference is made to letters Mr. Vernon Thorpe, Public Works Director, Medford, to District Engineer, Corps of Engineers March 13, 1962, Mr. B. E. Wilcox, Chief, Engineering Division, Corps of Engineers to Mr. Thorpe, March 26, 1962, and Mr. Robert A. Duff, City Manager Medford, to Mr. Porter, April 16, 1962, all on the above subject.

The possibility of backwater and erosion resulting from the Medford Viaduct columns in Bear Creek was considered by Mr. Jenkins prior to construction. I have reviewed the matter since receiving a verbal assignment from Mr. Paxson on May 1.

While there will be a pile up of water on the upstream side of each column, we do not anticipate any detectable general backwater.

We feel that Mr. Wilcox's letter exaggerates the debris problem since debris does not seem to be a major problem in this reach of the stream and widely spaced round columns are the substructure type least susceptible to debris accumulation.

Some scour is expected at the base of each column that is in the channel. Local erosion is expected on the east bank opposite those columns that are in the channel but near the bank. In all cases, the effects are expected to be well within state owned right of way. If control becomes necessary, it will be a minor maintenance effort. Mr. Merchant feels no concern for the security of the column footings.

We do not anticipate any increase in erosion on the west bank.

Roy C. Edgerton
Research Engineer

cc G. S. Paxson
P. M. Stephenson

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MAY 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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[illegible] 1962

FOR FILING

FORM [illegible] 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1962

SUBJECT: Erosion Problem Under Medford Viaduct Section

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

62

I refer to Mr. Duff's letter on this subject dated 4-16-62. In this letter Mr. Duff suggested that we might be interested in contributing to the cost of improving the alignment of Bear Creek in the vicinity of the Medford City Park and our Viaduct Structure. He enclosed a letter from the Army Engineers which states that there could develop a "serious erosion" problem at the foot of the columns of our structure unless proper precautions were taken. A map showing the work proposed by Mr. Duff and photographs of the area are also returned.

You will note that the City proposes to excavate the west bank of Bear Creek opposite our viaduct and to use the materials produced to widen the fill under the structure for a parking facility. Under the State-City Agreement for this section, they have the right to construct this parking area after the State has approved their plans. However, this work would be done at no cost to the State.

Mr. Edgerton has been consulted and states that there is no danger to our structure through erosion in the area. As stated by the Army Engineers in their letter, any possible erosion would take place beneath the structure, and, therefore, on State Highway Department right of way. Furthermore, any erosion that might occur to the bank under the structure would be very minor in nature and could be handled by the dumping of a few loads of rock from time to time by our Maintenance Department.

We recommend that the City be advised that we do not feel that the State would benefit sufficiently to justify contributing to their parking lot development program. Also, that we would

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MAY 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

issue the City a permit to do work beneath our structure if their plans meet with our approval and if they assume liability for any damage to our structure or their parking area that might result from their activities.

A suggested rough draft to Mr. Duff is attached.

F. D. Morgan
Construction Engineer

By
FBKlaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

cc: G. S. Paxson
L. R. Chandler
R. C. Edgerton

PLEASE RETURN TO
R. L. PORTER

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

April 16, 1962

Mr. R. L. Porter
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

For some time Medford city officials have expressed some concern relative to the effects of Bear Creek floods and resultant erosion that might occur because of the placing of the Interstate 5 viaduct columns in the Bear Creek channel. This condition occurs between your freeway stations 798 + 50 to 804 + 15.

During the freeway construction, the existing Creek banks have been excavated and replaced with loose material. This condition, together with removal of the original vegetation will subject these banks to erosion under certain stream velocity conditions which we believe will occur.

Because the U. S. Army Engineers have done considerable investigation on Bear Creek in relation to floods and are familiar with this stream we sought their advice on the subject. A copy of their letter answering our query is enclosed. You will note that they are of the opinion that an erosion problem may exist.

As a result of this, the City of Medford has been studying a proposal to straighten the Bear Creek channel by moving a portion of the west bank to provide the proper channel width. The material removed would be placed under the structure so that the top of the bank would be just outside the row of columns. Such an operation would, of course, permit greater utilization of the space under the structure. In order to prevent erosion it is proposed to rip rap each bank to the required height.

We are enclosing a picture showing the columns in relation to the existing stream bed and bank. Also enclosed is a sketch outlining the City's proposed straightening of Bear Creek at this location.

It is our opinion that the placing of the columns of the structure in the stream bed will cause an erosion problem and suggest, therefore, that the Oregon State Highway Department might be interested in participating in this project.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

Encl.

cc: Vern Thorpe
P. W. Director

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APR 18 1962
OREGON
STATE HIGHWAY COMMISSION

V.T.

RECEIVED
CITY OF MEDFORD
MAR 27 1962
AM 7|8|9|10|11|12|1|2|3|4|5|6 PM

PLEASE RETURN TO
R. L. PORTER

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPGW-2

26 March 1962

READ & INITIAL		
☐	Thorpe	
☒	Vaughan	RV
☐	Gottenstab	
☐	Dow	
☐	Rives	
☐		
☐		
☐		
☐	File	

Mr. Vernon Thorpe
Public Works Director
Medford, Oregon

Dear Mr. Thorpe:

Reference is made to your letter of 13 March 1962 in regard to proposed construction along Bear Creek as part of the new freeway through Medford.

In our opinion the channel change proposed between Main Street and 4th Street is desirable, otherwise there would be a row of columns in the main bear Creek channel for a distance of several hundred feet. Debris could hang up on these columns and there could be a serious erosion problem at the foot of the columns if proper precautions are not taken, as the velocity of flood flows would be in excess of 10 feet per second.

The capacity of the straightened channel would depend upon the design and degree of protection desired. Our studies indicate that the enlarged Emigrant Reservoir will control all but the very infrequent flood at the dam site. However, the uncontrolled area above Medford is capable of producing sizable floods. The following table shows maximum discharges at Medford for various flood frequencies with the enlarged Emigrant Reservoir functioning.

Flood Frequency in years	Maximum Discharge cfs
10	4,400
25	6,700
50	8,600
100	11,000

The above discharges are based on flood control operation of Emigrant Reservoir as set forth in the document recommending the enlargement of the reservoir.

RECEIVED
MAR 27 1962
PUBLIC WORKS
CITY OF MEDFORD

In designing the new section of channel you indicated a roughness coefficient of .025 was being considered. In our opinion this is probably a too optimistic value for a channel with riprapped slopes. A roughness coefficient of .030 or .033 is used by most designers for this type of channel.

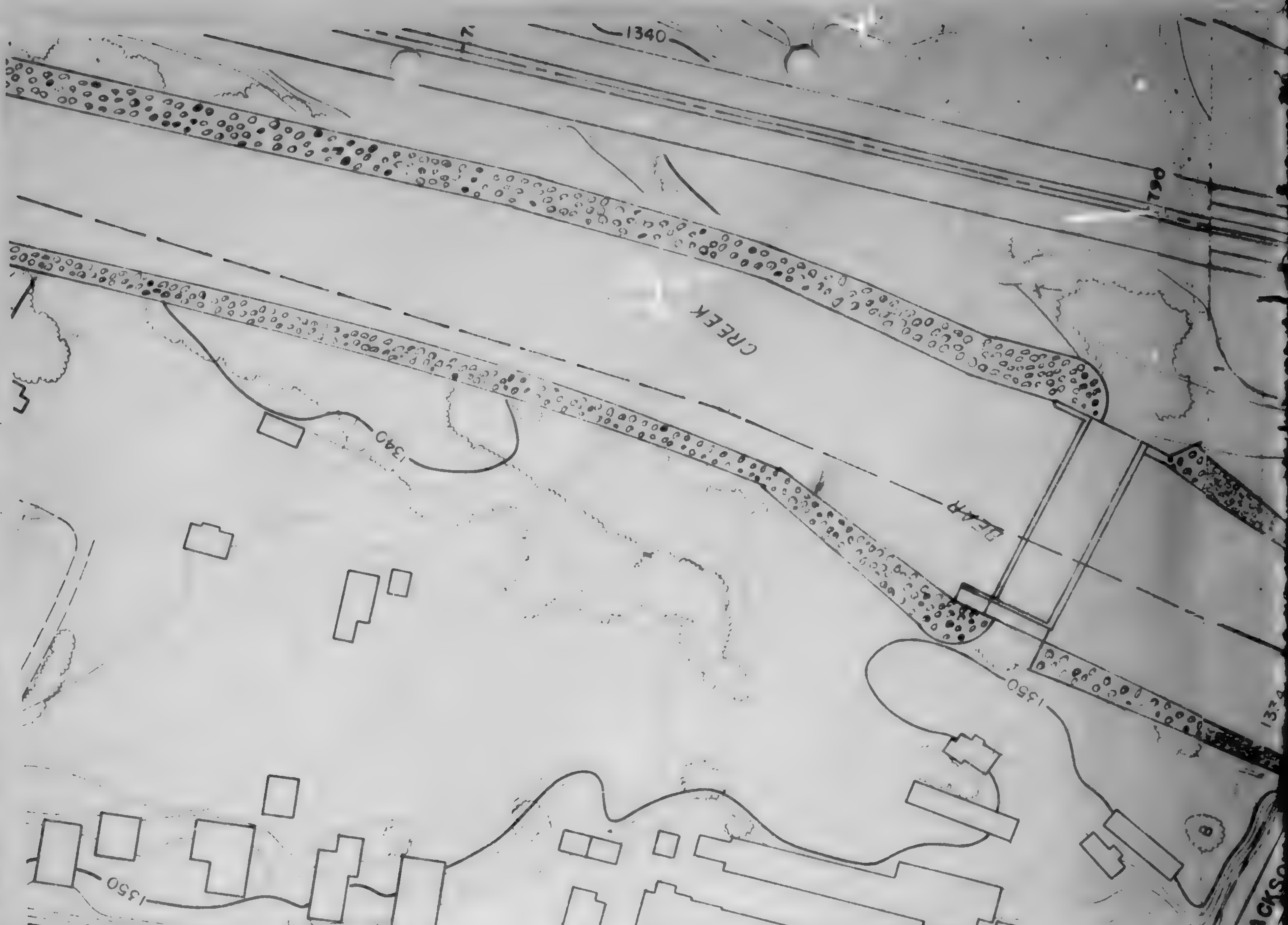
Your proposed channel, 65-foot bottom width, 1½ to 1 side slopes and a 10-foot depth, would have a carrying capacity of 8700 second-feet using a roughness coefficient of .030. This would provide for a 50-year flood. The average velocity in the channel would be approximately 11 feet per second, high enough to require riprap if erosion is to be kept to a minimum. Our computations are based on the assumption that no other controls exist in the channel which would affect discharge.

You make no reference to freeboard, but we assume that you intend to extend the riprap above the design water surface elevation a couple of feet to protect the riprap from waves washing the material from back of the revetment and a deterioration of the revetment from the top.

Our comments have been general in content but we hope they may assist you in planning the straightening of Bear Creek in Medford.

Sincerely yours,

B. E. WILCOX
Chief, Engineering Division


1340
790
CREEK
BEAR
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NORTH
JACKSO
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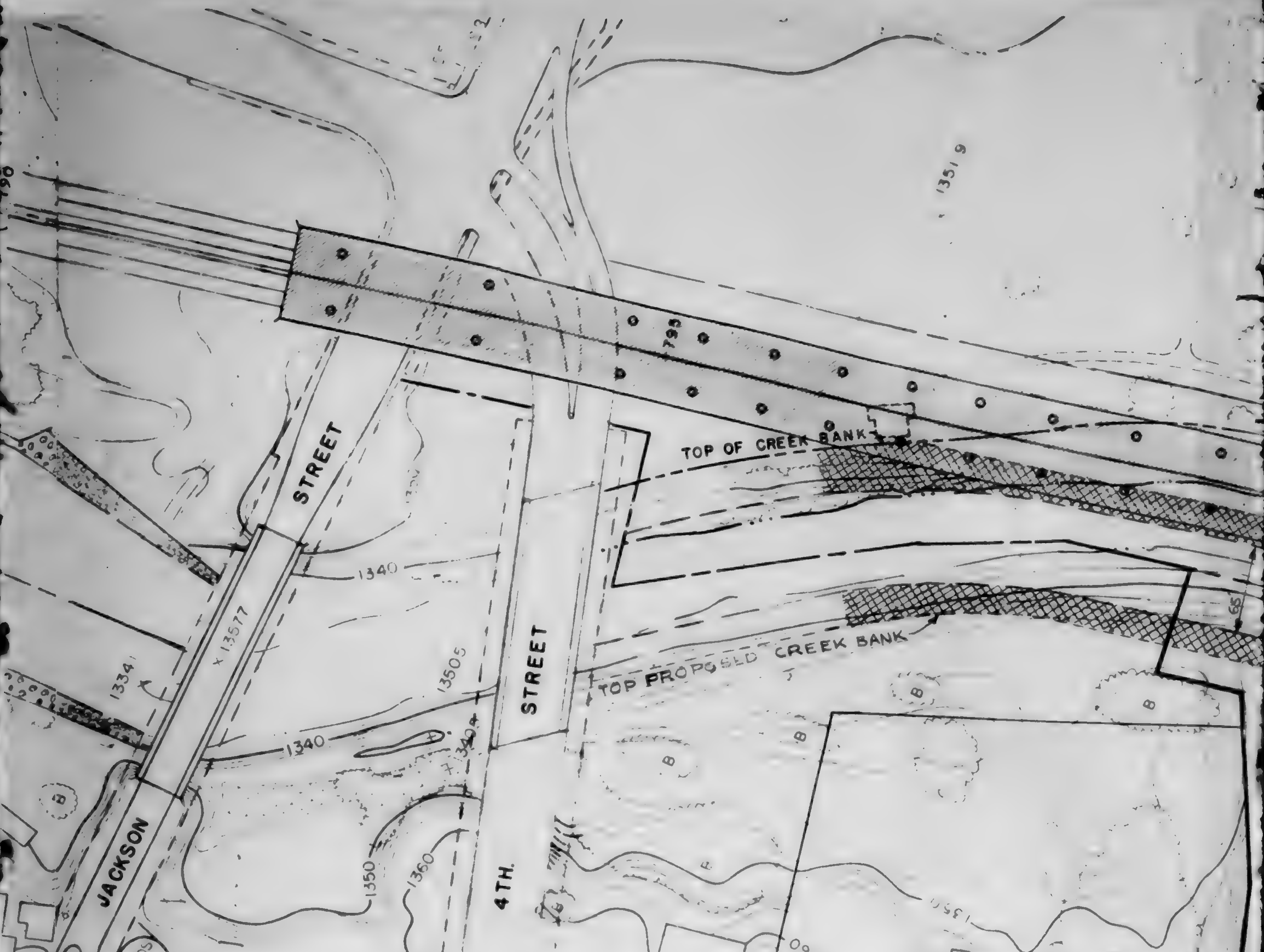
TOP OF CREEK BANK
TOP PROPOSED CREEK BANK
JACKSON
STREET
4TH.
STREET
1340
1340
1350
1360
1360
1350
13505
1351.9
13577
1334
795
790
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B
BILLBOARDS
BRUSH
F.B. 719-A
EAST
APPLE
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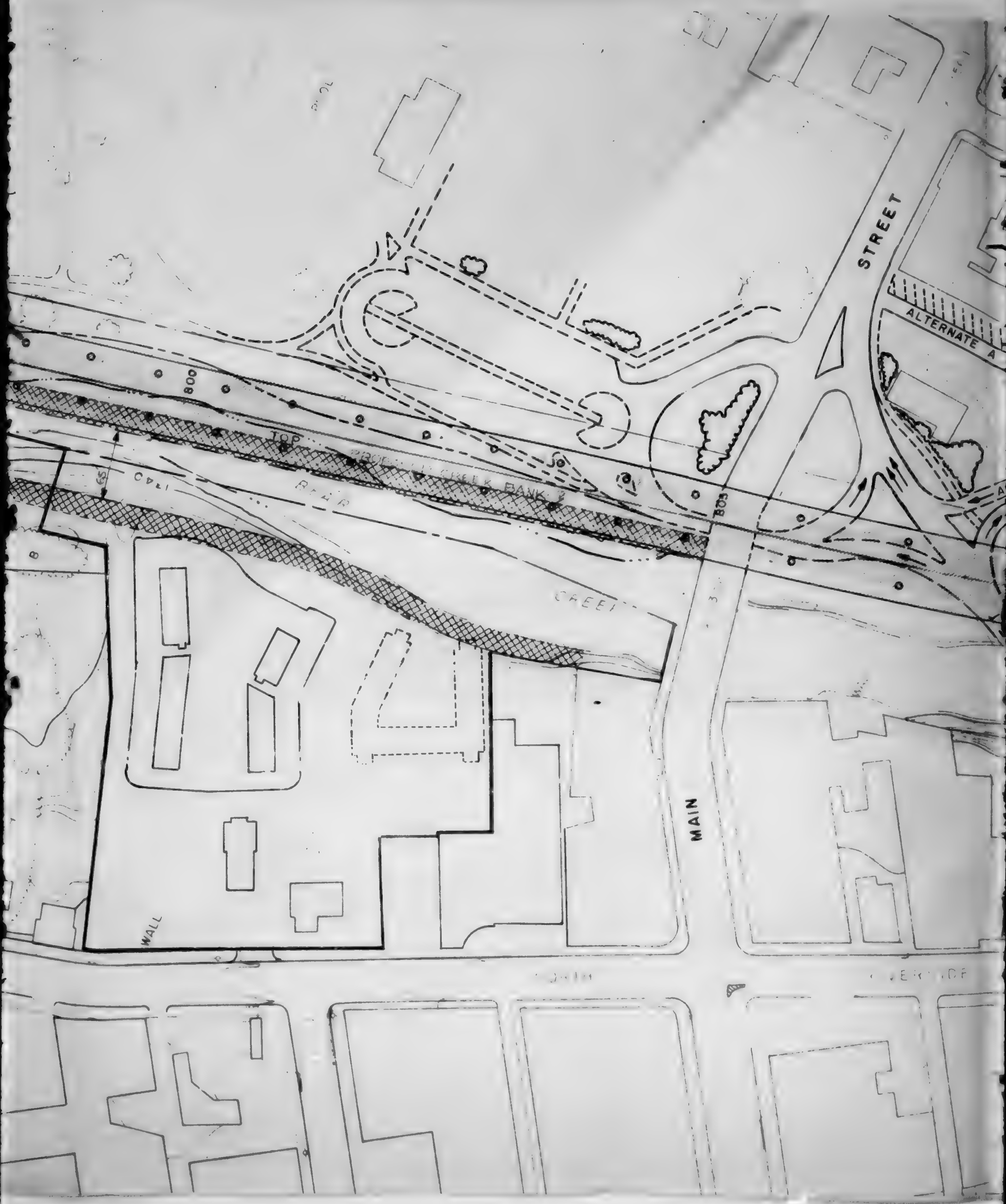

STREET
ALTERNATE A
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TOP
CREEK BANK
65
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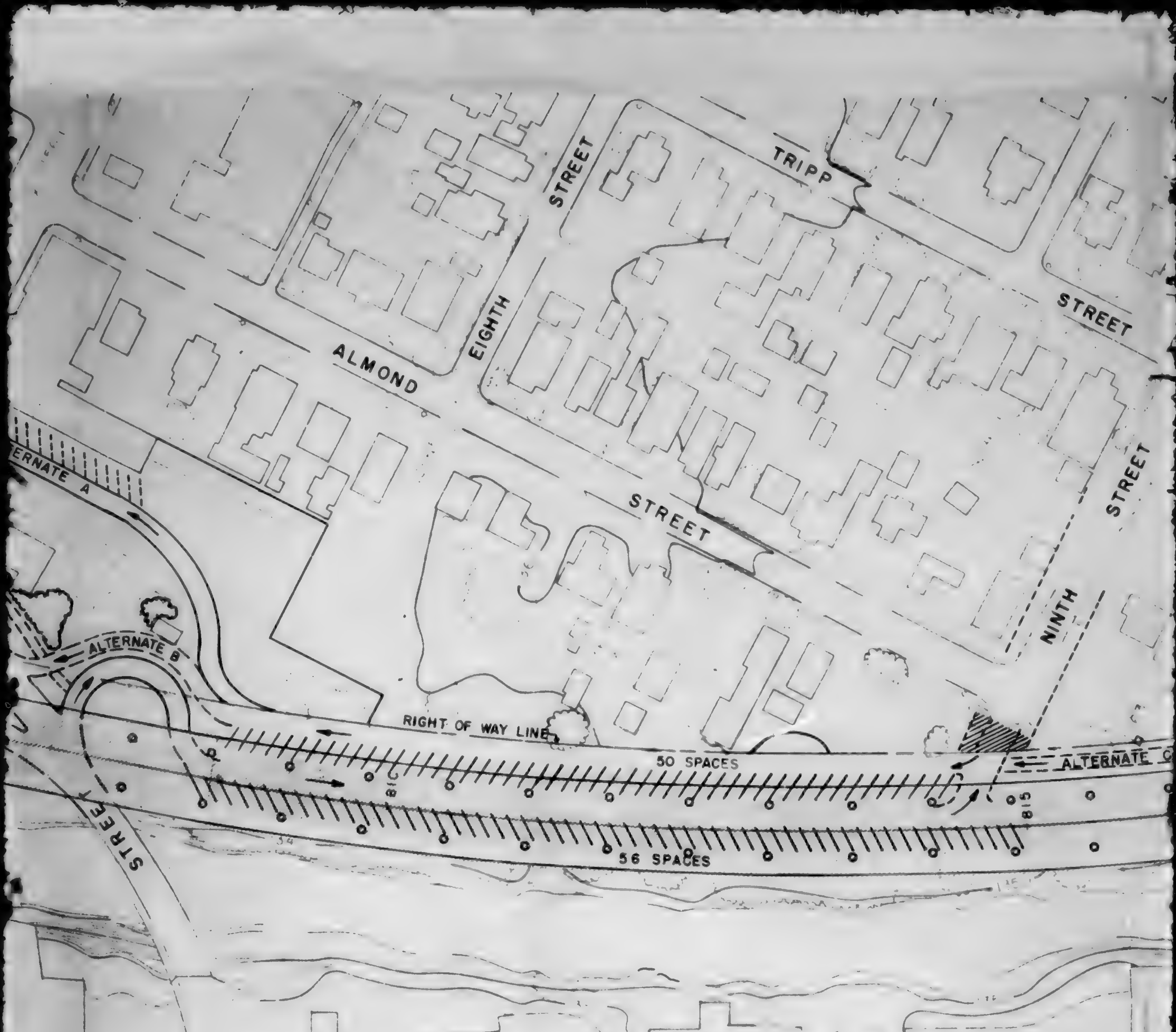
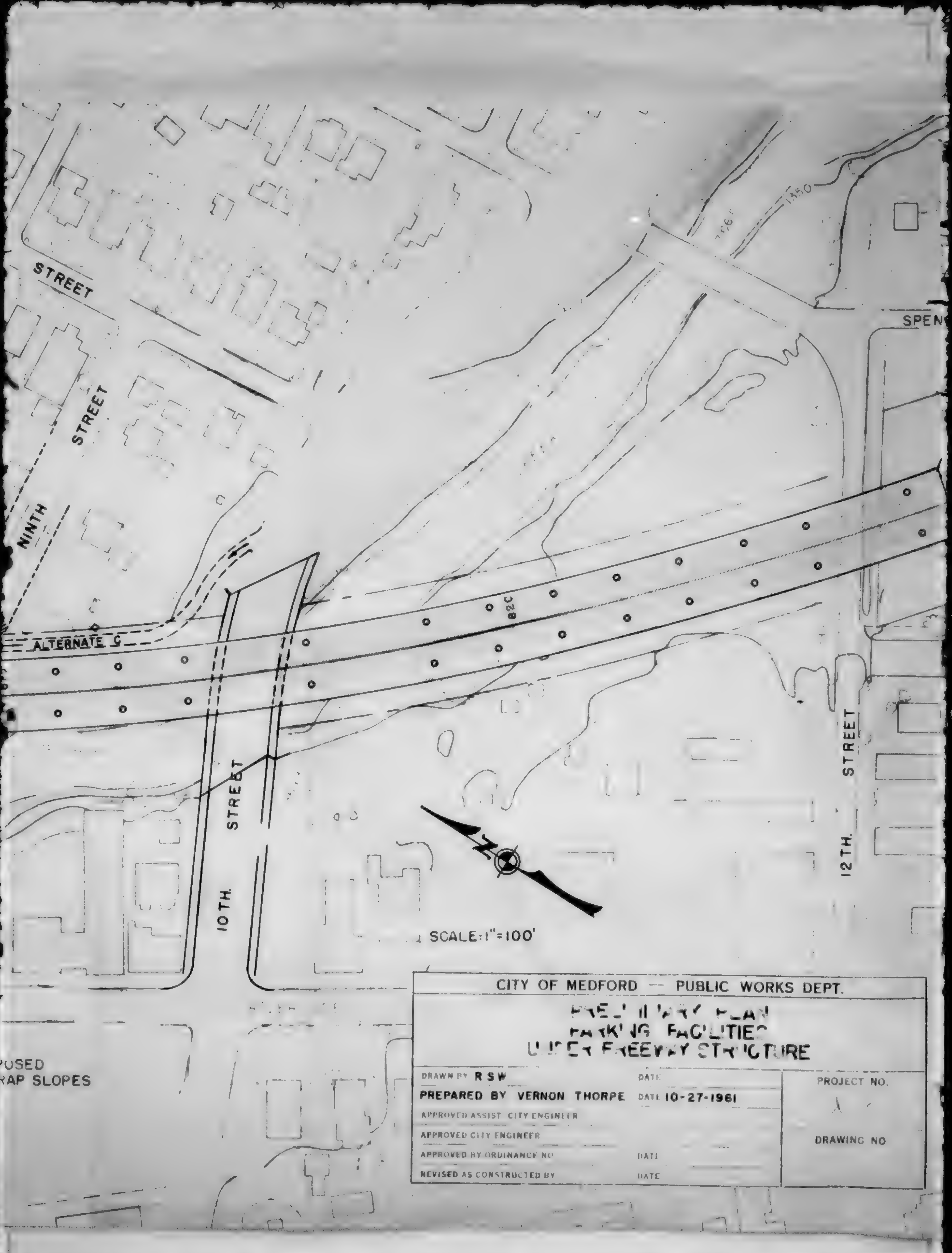
CREEK
805
MAIN
WALL



TRIPP
STREET
STREET
EIGHTH
ALMOND
STREET
STREET
NINTH
ALTERNATE A
ALTERNATE B
ALTERNATE C
RIGHT OF WAY LINE
50 SPACES
56 SPACES
818
815
STREET
8TH.
PROPOSED
RIP RAP SLOPES



CITY OF MEDFORD — PUBLIC WORKS DEPT.

PRELIMINARY PLAN
PARKING FACILITIES
UNDER FREEWAY STRUCTURE

DRAWN BY R S W DATE

PREPARED BY VERNON THORPE DATE 10-27-1961

APPROVED ASSIST CITY ENGINEER

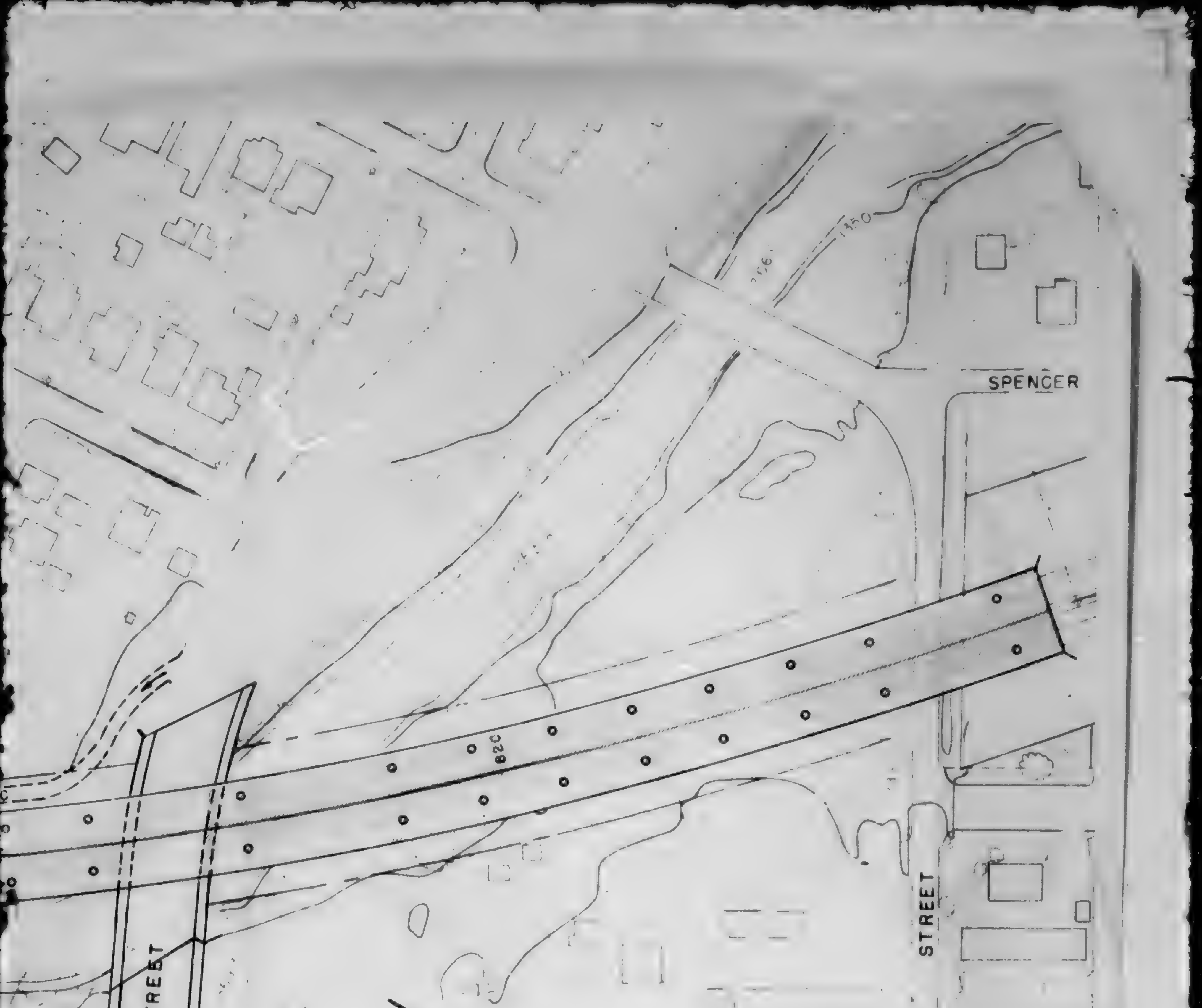
APPROVED CITY ENGINEER

APPROVED BY ORDINANCE NO DATE

REVISED AS CONSTRUCTED BY DATE

PROJECT NO.

DRAWING NO



CITY OF MEDFORD — PUBLIC WORKS DEPT.

PRELIMINARY PLAN
PARKING FACILITIES
UNDER FREEWAY STRUCTURE

DRAWN BY R S W
DATE
PREPARED BY VERNON THORPE DATE 10-27-1961
APPROVED ASSIST CITY ENGINEER
APPROVED CITY ENGINEER
APPROVED BY ORDINANCE NO
DATE
REVISED AS CONSTRUCTED BY
DATE
PROJECT NO.
DRAWING NO

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MAY 3 1962
FOR FILING

April 19, 1962

Mr. Robert A. Duff
City Manager
City of Medford
Medford, Oregon

Dear Mr. Duff:

This is to acknowledge receipt of your April 16 letter concerning an erosion problem in Bear Creek at or near the site of the Jackson Street-12th Street highway structure.

After we have an opportunity to examine the matter, we will contact you further.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper
F. D. Morgan

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1962

SUBJECT:

To: G. S. Paxson

The Mayor of Medford, Mr. John Snider, was in my office today with Chairman Jackson and he stated that the City was interested in filling some land through the park along Bear Creek to provide parking. He stated that somebody in the Corps of Engineers had advised that this might cause difficulties and requested that we take a look at the project. Please confer with whoever is involved in the Corps office and give me a report and recommendation.

Before making any field studies, the City Manager, Mr. Robert Duff, should be contacted for details.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc Victor D. Wolfe

5-1-62
Edgerton to make
inspection and report
[illegible]

RECEIVED

I-5-1(29)27

5881

NPPOW-2 26 March 1960

Mr. Vernon Thorpe
Public Works Director
Medford, Oregon

Dear Mr. Thorpe:

Reference is made to your letter of 13 March 1960 in regard to proposed construction along Bear Creek as part of the new freeway through Medford.

In our opinion the channel change proposed between Main Street and 4th Street is desirable, otherwise there would be a row of columns in the main Bear Creek channel for a distance of several hundred feet. Debris could hang up on these columns and there could be a serious erosion problem at the foot of the columns if proper precautions are not taken, as the velocity of flood flows would be in excess of 10 feet per second.

The capacity of the straightened channel would depend upon the design and degree of protection desired. Our studies indicate that the enlarged Emigrant Reservoir will control all but the very infrequent flood at the dam site. However, the uncontrolled area above Medford is capable of producing sizable floods. The following table shows maximum discharges at Medford for various flood frequencies with the enlarged Emigrant Reservoir functioning.

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NPPGW-2
Vernon Thorpe

26 March 1962

In designing the new section of channel you indicated a roughness coefficient of .025 was being considered. In our opinion this is probably a too optimistic value for a channel with riprapped slopes. A roughness coefficient of .030 or .033 is used by most designers for this type of channel.

Your proposed channel, 65-foot bottom width, 1½ to 1 side slopes and a 10-foot depth, would have a carrying capacity of 8700 second-feet using a roughness coefficient of .030. This would provide for a 50-year flood. The average velocity in the channel would be approximately 11 feet per second, high enough to require riprap if erosion is to be kept to a minimum. Our computations are based on the assumption that no other controls exist in the channel which would affect discharge.

You make no reference to freeboard, but we assume that you intend to extend the riprap above the design water surface elevation a couple of feet to protect the riprap from waves washing the material from back of the revetment and a deterioration of the revetment from the top.

Our comments have been general in content but we hope they may assist you in planning the straightening of Bear Creek in Medford.

Sincerely yours,

R. E. WILCOX
Chief, Engineering Division

COPY

March 13, 1962

District Engineer
U. S. Army Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Dear Sir:

The construction of the new freeway through Medford includes an overhead structure 3,222 feet long. For approximately 600 feet between 4th Street and Main Street, one row of columns for this structure is either along the water edge or in the center of Bear Creek. The enclosed print of an aerial topographic map shows Bear Creek and the location of the structure now under construction with the columns indicated by small circles. We are somewhat concerned about the effect of the columns during flood water and also the erosion problem because the old creek bank was disturbed during freeway construction.

The City Council has instructed us to prepare preliminary plans and a cost estimate to straighten Bear Creek, and provide a channel with sufficient width for flood flows, with the top of the proposed east bank along the inside of the west row of bridge columns.

The map indicates top of the present east bank of Bear Creek; the proposed top of the bank along the row of columns; the approximate location of the bottom of a 1½:1 slope approximately 20 feet from the top of the slope; new channel width of 65 feet; and new top of slope on the west side of the creek.

Before purchasing property on the west side, we would appreciate your comments and advice on the preliminary design factors we used in computations for channel width. We are including a print of a profile of the creek channel from the diversion weir just below Jackson Street, upstream to Cottage Street. This profile shows the elevation of the top of the new diversion weir below Jackson Street, and the concrete cover over the water main under the Main Street Bridge with an 0.3% grade between the weir and creek channel below Main Street.

Assuming that both sides of the new creek channel would be riprapped, we used n = .025, s = 0.003 (0.3%), 1½:1 slopes, a 65 foot channel width, and a flood depth of 10 feet would result in a velocity of 12.9 fps, for a flow of 10,300 cfs.

We would further appreciate any comments you may have on the advisability of making this channel change and bank protection work, and the amount of flood flow we might expect with the new Emigrant Dam.

Very truly yours,

/s/ Vernon Thorpe
Vernon Thorpe
Public Works Director

VT:ms

Enclosures

RECEIVED
NOV 10 1961
FOR FILING

[illegible]

[illegible]

Salem, Oregon
November 9, 1961

Mr. Ivan D. Merchant

Herewith copy of a Subtenancy Agreement under which we have acquired the right to store structural steel for the Medford Viaduct upon Southern Pacific property.

This will clear the way to pay for this steel as material on hand when it is store on this property.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

RECEIVED
NOV 8 1961
FOR FILING

5471

November 2, 1961

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Re: Medford Viaduct

Dear Mr. Duff:

We recently received your application to develop a parking area on State-owned right of way southerly of the park area and specifically between 8th Street and 10th Street. The proposal has been approved by the Bureau of Public Roads contingent upon conformity with cherry Memorandum 31 and the AASHO Information Guide on Air Rights Above and Below Interstate Highways. I do not have copies of these documents but understand from telephone conversation with the Bureau of Public Roads they will present no obstacle to your proposal. They do provide that plans for construction, maintenance and operation within the right of way be subject to State approval; that a space of at least 8 feet be left between the top of any installation or other use and the under side of the viaduct; and that the parking lot be operated as a free lot without profit to anyone.

I today gave you this information over the telephone so that if you wished, you could proceed with the grading of the lot.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ss

cc to: Mr. W. C. Williams
Mr. F. D. Morgan
Mr. Roy Norton

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: November 1, 1961

Attention: Mr. G. S. Paxson

FROM : C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

By: T. Dec T. Dec
Acting Division Engineer

SUBJECT: Development of parking area, Medford Viaduct, I-5-1(29)27

Refer to Mr. Paxson's letter of October 30, 1961 regarding the proposal by the City of Medford to develop a parking area under the viaduct within highway right-of-way limits.

We concur with Mr. Paxson that the parking facility will not be objectionable and approve the proposal contingent on a satisfactory plan for the administration and operation of the parking area being submitted by the City of Medford in conformity with Cherry Memorandum No. 31 and the AASHO Informational Guide on Air Rights Above and Below Interstate Highways dated October 1961.

RECEIVED
NOV 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 1 1961
FOR FILING

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5441

November 1, 1961

Mr. E. D. Culp
Traveling Freight and Passenger Agent
Southern Pacific Company
13th & Oak Streets
Salem, Oregon

Dear Sir:

I return herewith three copies of the Subtenancy Agreement covering the lease to the Vinnell Steel Company of Oakland, California for storage of structural steel to be used in our highway construction in Medford.

When this is signed by your Superintendent, I would appreciate a copy of it for our files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

RECEIVED
NOV 1 1961
FOR FILING

3-

5991

Salem, Oregon
November 1, 1961

Medford Viaduct

Mr. Ivan D. Merchant

I attach hereto a copy of a lease whereby the Southern Pacific Company granted the Vinnell Steel Company storage space on their right of way in Medford. We also today signed a Subtenancy Agreement assigning this property to the State. A copy of the Subtenancy Agreement will be furnished when returned by the Southern Pacific Company.

This, I presume, clears the way for payment for material on hand when stored on this property in Medford.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

RECEIVED
OCT 30 1961
FOR FILING
58.81

Salem, Oregon
October 30, 1961

Medford Viaduct

Mr. Forrest Cooper

Mr. Robert Duff, City Manager of Medford, phoned me Friday and said that the City is desirous of developing the area under the viaduct between 8th and 10th Streets for parking. In our agreement with the City of Medford, dated August 18, 1960, we permit the City to develop parking areas under that portion of the viaduct in the park area. The area between 8th and 10th Streets is south of the park and is right of way owned by the State. Mr. Duff will make written application.

I see no reason why this request should not be granted subject to the same restrictions as we have placed upon parking in the park area, which are that plans for construction, administration and operation of the parking area be approved by the State Highway Engineer. Before granting such permission, we should, of course, clear the matter with the Bureau of Public Roads.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

RECEIVED
OCT 31 1961
FOR FILING

5441

October 30, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Medford Viaduct
Pacific Highway
Jackson County

Dear Sir:

I attach hereto copy of a letter from Mr. Robert A. Duff, City Manager of Medford, together with a map showing their plans for development of a parking area under the Medford viaduct in that section between 8th Street and 10th Street.

Under our agreement with the City of Medford, they have already been permitted to develop a parking area under the viaduct in the section within the Medford Park area. This would continue southerly on highway right of way owned by the State. I see no objection to this and with your approval, will grant a permit for the development subject to the details of construction, operation and maintenance be with the approval of the State Highway Engineer.

The City has worked out a deal with the general contractor on the viaduct at City cost, but they must have authority by Thursday, November 2, as the contractor will be removing his equipment by that time. I would appreciate your early answer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ao

cc to: Mr. W. C. Williams, Mr. Tom Edwards, Mr. Ivan D. Merchant,
Mr. F. D. Morgan

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

October 27, 1961

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Enclosed herewith is one (1) print and one (1) transparency for additional prints if desired of our proposal to construct vehicle parking facilities under the structure of Interstate 5 between 8th and 10th Streets in the City of Medford. You will recall that our agreement with the Highway Department permits us to use an area under the structure through the City parks. The proposed parking between 8th and 10th Streets includes some of the land within the park boundaries but the balance adjoins private property.

In my telephone conversation with you today, I pointed out that Peter Kiewit, the contractor, can at this time offer the City an attractive price for grading and graveling the surface proposed to be used. We urge your immediate consideration of this matter as the contractor would revise his price if required to reschedule. I stated to you today that if possible, we would like to have this information by Thursday, November 2.

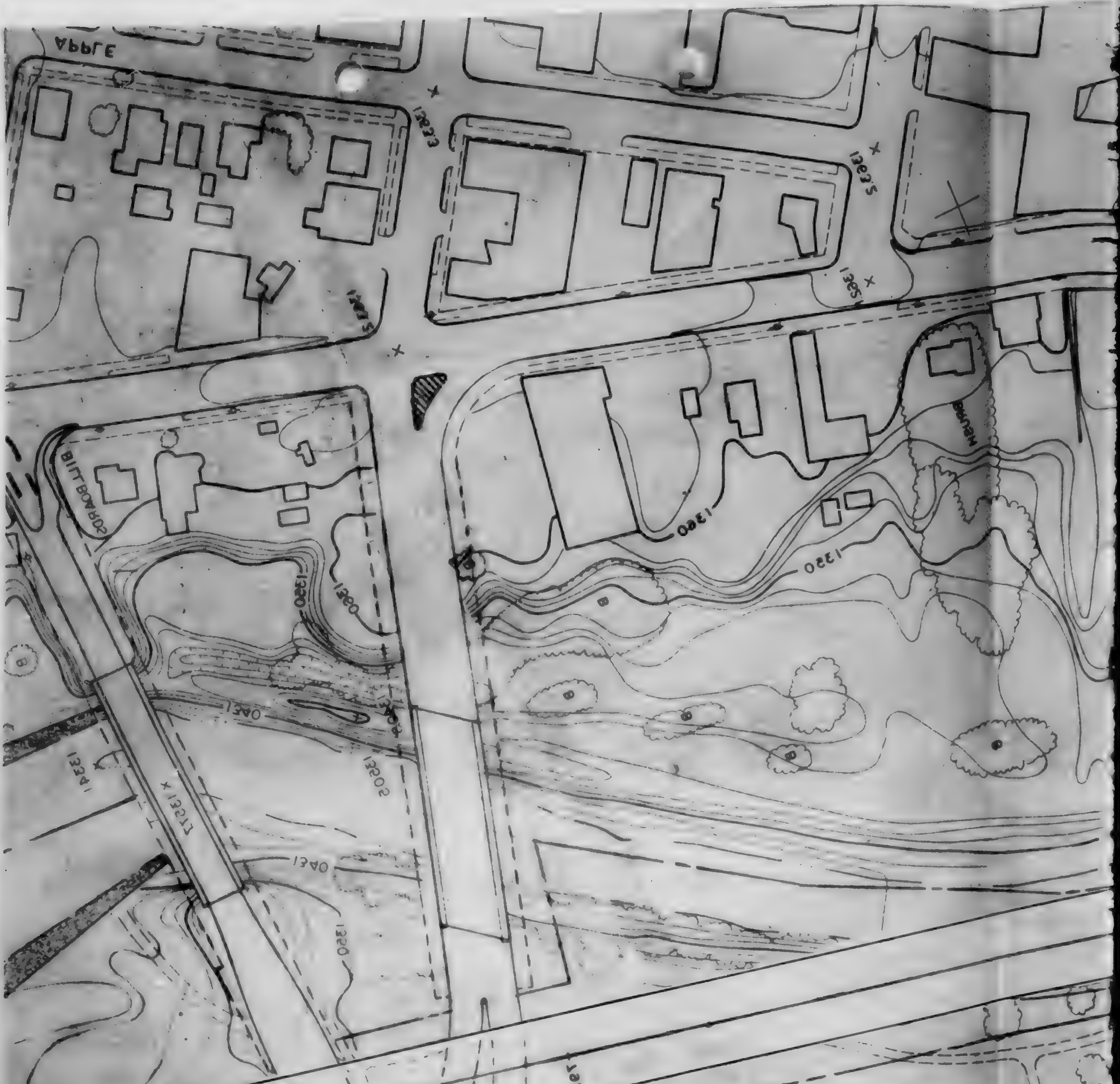
We do appreciate your consideration of this matter.

Very truly yours,

ROBERT A. DUFF
City Manager

RECEIVED
OCT 30 1961
OREGON
STATE HIGHWAY COMMISSION

RAD:ds
Encls.



APPLE
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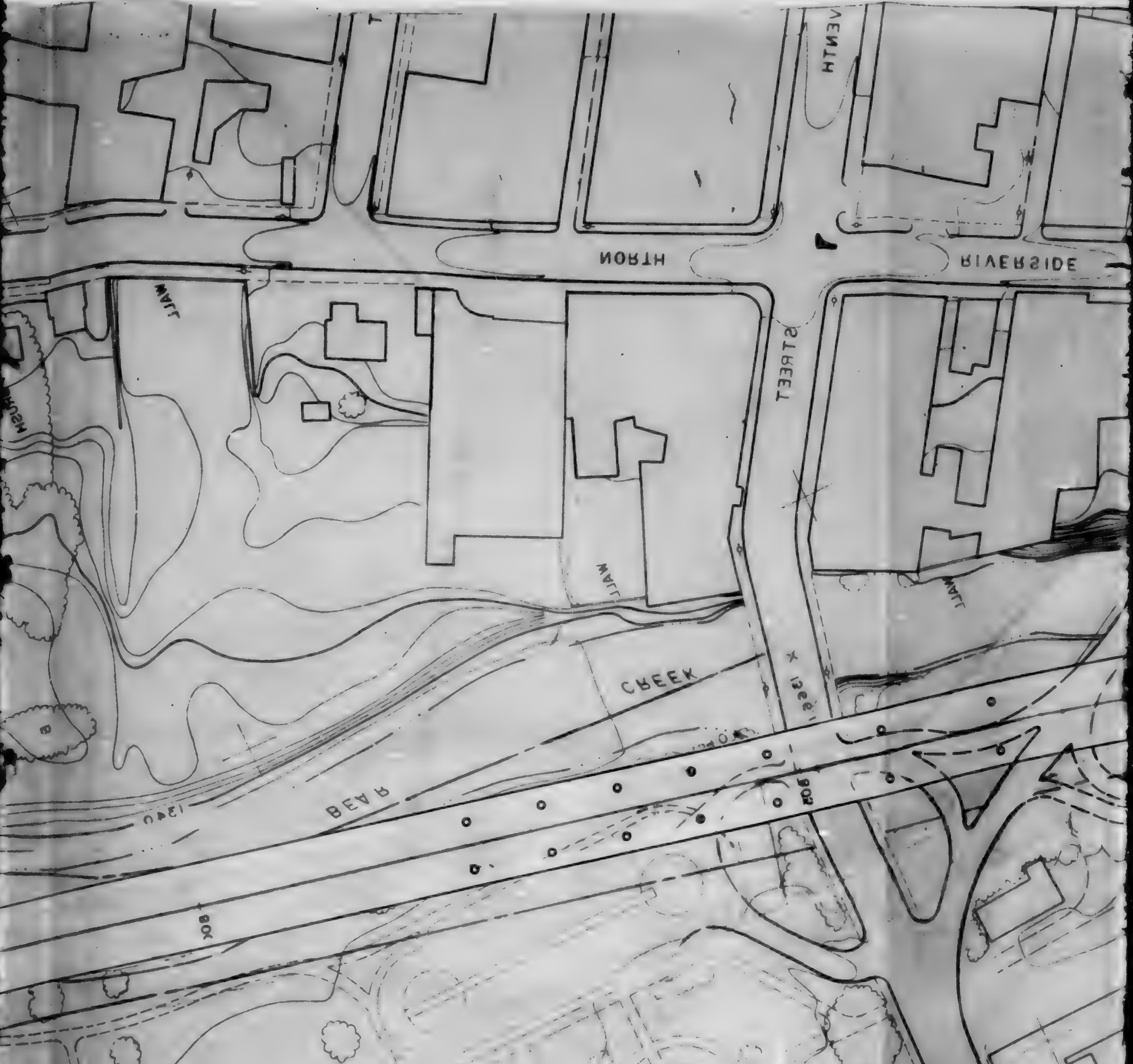
NORTH
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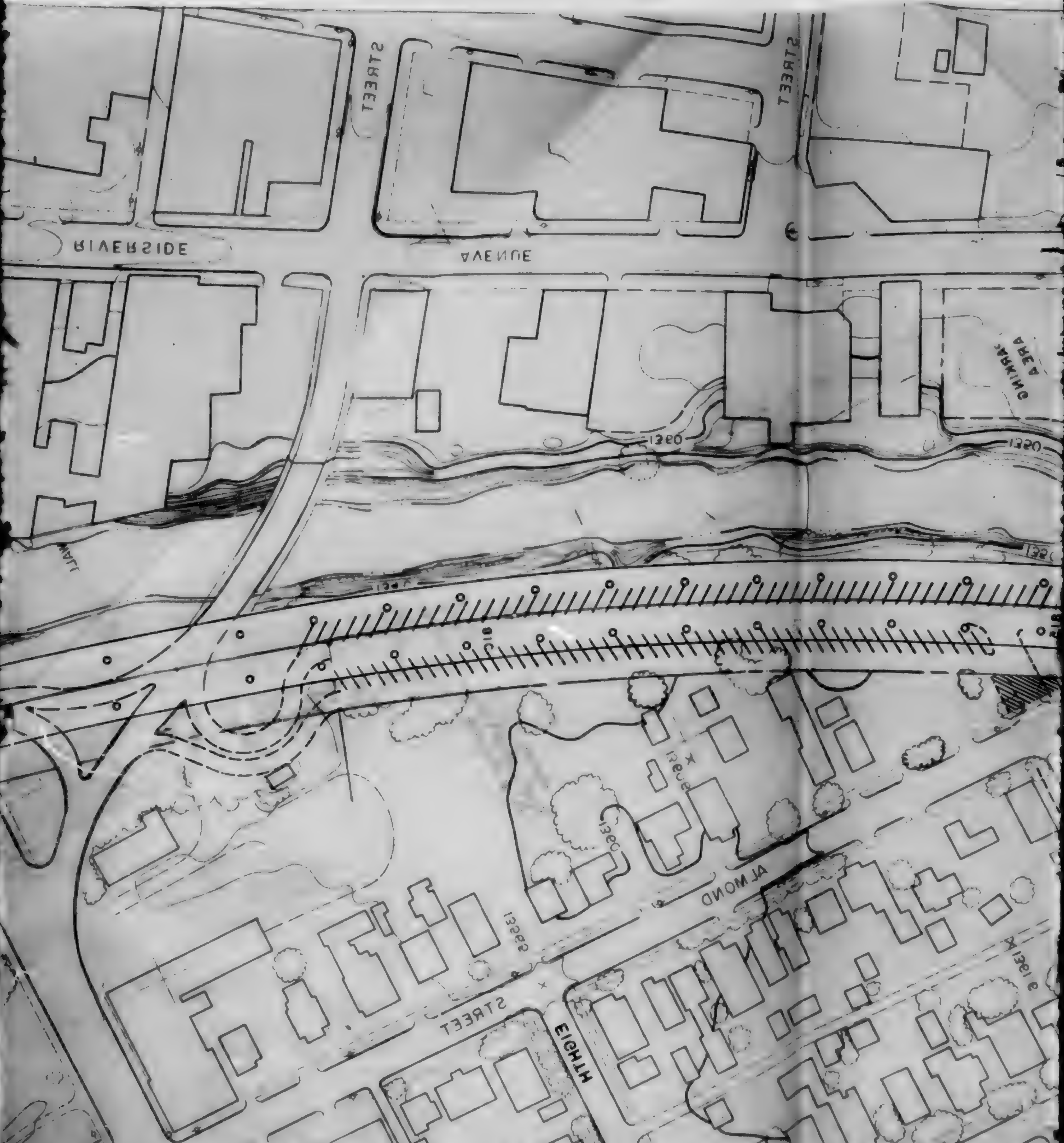
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EIGHTH
STREET
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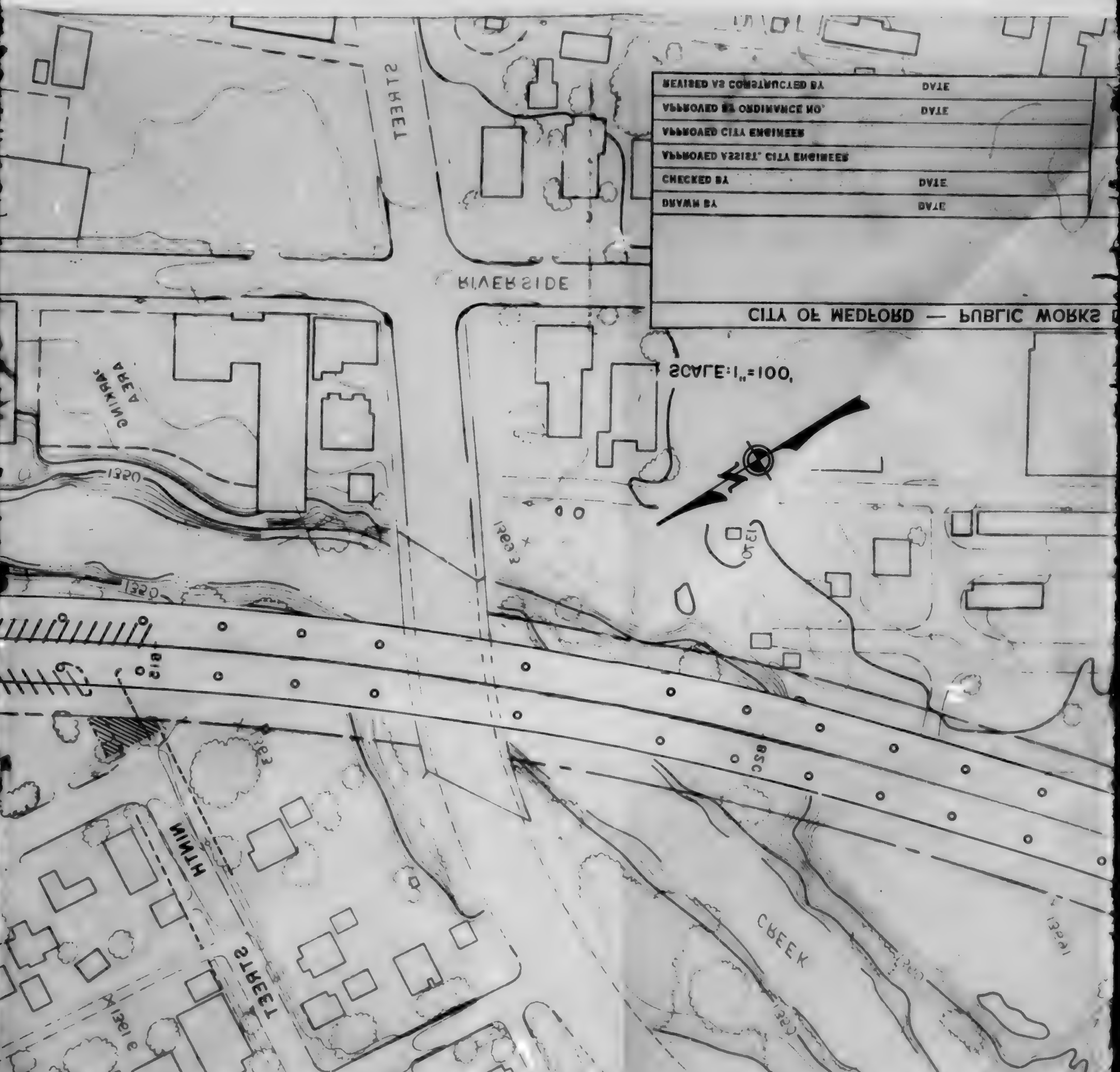
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DATE
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DATE
APPROVED CITY ENGINEER
APPROVED ASSIST. CITY ENGINEER
CHECKED BY
DATE
DRAWN BY
DATE
CITY OF MEDFORD — PUBLIC WORKS
SCALE: 1"=100'
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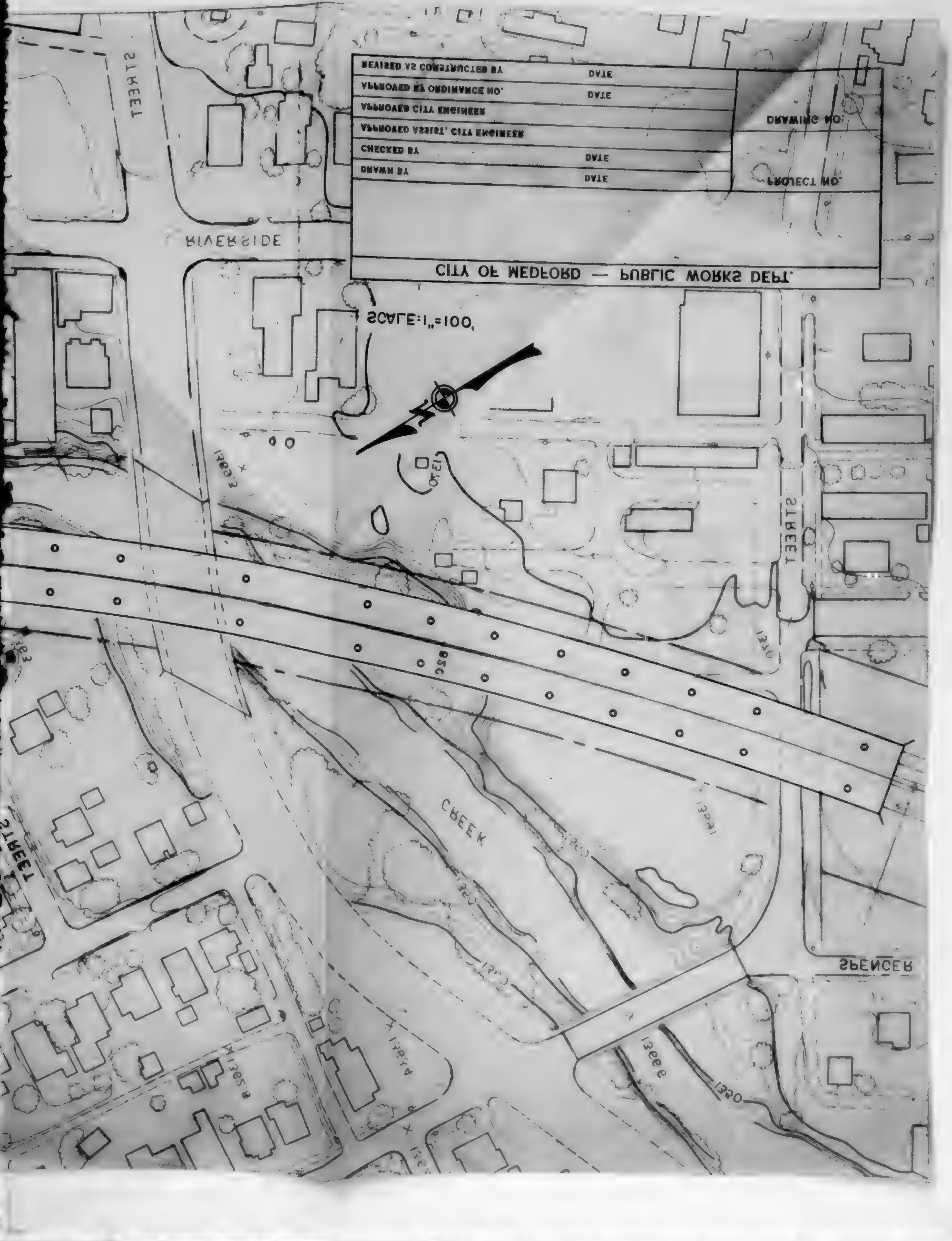
REVISED AS CONSTRUCTED BY
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APPROVED CITY ENGINEER
APPROVED ASSIST. CITY ENGINEER
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PROJECT NO.
CITY OF MEDFORD — PUBLIC WORKS DEPT.
SCALE: 1"=100'
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RIVERSIDE
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6-19-61

Monthly Transaction No. RECEIVED N 20 1961	Form [illegible]-2 (9-1)	[illegible]e Oregon
	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Jackson
Project Report No. I-5-1(29)27 5881	**FEDERAL-AID PROJECT AGREEMENT**	Project No. I-5-1(29)27

The State through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99. Medford Viaduct

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-20-61	0.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 1,846,116	Federal funds $ 1,698,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. C. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by
Division Engineer **June 19, 1961**

June 15, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Medford Viaduct Section (Structure), Project No. I-5-1(29)27.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

May 22, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Medford Viaduct Section (Structure), Project No. I-5-1(29)27.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

HMC:hb

Oregon State Highway Department

Federal Aid
Project No. I-5-1(29)27

MEDFORD VIADUCT SECTION (STRUCTURE) OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 22, 1961

Type Code X431
Medford Viaduct (Br. #8332)(Sta. "L" 792+13 to Sta. "L" 824+35.50)(Cont. #5081)

Shoring, Cribbing, Etc.	All Required	$	$ 6,850.00
Structural Excavation	5,500 cu.yd.	8.00	44,000.00
Structural Excavation Below Elevation Shown	100 cu.yd.	12.00	1,200.00
Furnish 10" BP 42# Steel Piling	520 lin.ft.	4.50	2,340.00
Drive Steel Piles	16 only	50.00	800.00
Splice Steel Piles	4 only	30.00	120.00
Class "A" Concrete (10,800 cu.yd.)	All Required		540,000.00
50' to 55' Type III Prestressed Beams	48 only	850.00	40,800.00
60' to 65' Type III Prestressed Beams	248 only	1,030.00	255,440.00
Metal Reinforcement (2,243,500 lbs.)	All Required		285,000.00
Structural Steel (2,400,000 lbs.)	All Required		440,000.00
Metal Parapet Railing	6,450 lin.ft.	4.00	25,800.00
Concrete Slab Riprap	525 sq.ft.	8.00	4,200.00
8-inch Metal Drain Pipe	150 lin.ft.	2.50	375.00
Metal Median Barrier	3,220 lin.ft.	5.40	17,388.00
Electrical Conduit System, Complete	All Required		6,500.00
6" Standard Steel Pipe	575 lin.ft.	9.00	5,175.00
			$1,675,988.00
Utility Work			
Work by City of Medford	All Required		2,300.00
	Subtotal		$1,678,288.00
	10% Engr. & Cont.		167,828.00
	Total		$1,846,116.00

Length of Structure - - - - - 0.610 Mile

Federal Funds -	$1,698,000.00
State Funds -	148,116.00
	$1,846,116.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 539, Laws 1939.
State Funds for Maint.: Chap. 539, Laws 1939.

MEDFORD VIADUCT SECTION (STRUCTURES)

PROJECT NO. I-5-1(29)27

Estimated cost of work by the City of Medford

Materials

12" Cast Iron Pipe	13	ft.	at	$ 4.62	$ 60.06
12" Cast Iron 45° Bends	2		at	57.00	114.00
Hydro-Rings	20		at	0.53	10.60
Caulking Lead	420	lbs.	at	0.17	71.40
Concrete Blocking	1	yd.	at	15.27	15.27
Creek-run Backfill Material	20	yds.	at	1.75	35.00
					$ 306.31

Installation

Excavation and Backfill, Uncovering	282	ft.	at	$ 1.75	$ 493.50
Excavation and Backfill, New Trench	295	ft.	at	1.25	368.75
Break and Replace Pavement	150	ft.	at	1.20	180.00
Remove 12" C.I.P. Bell & Spigot	282	ft.	at	1.10	310.20
Install 12" C.I.P.	295	ft.	at	1.10	324.50
Sterilization					350.00
					$2,026.95
	Total				$2,333.26
	Use				$2,300.00

Oregon State Highway Department

Federal Aid
Project No. 1-5-1(29)27

MEDFORD VIADUCT SECTION (STRUCTURE) OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 10, 1961

Type Code X/431
Medford Viaduct (Br. #8332) (Sta. "L" 792+13 to Sta. "L" 824+35.50)

Shoring, Cribbing, etc.	All Required	$	$ 25,000.00
Structural Excavation	5,500 cu.yds.	5.00	27,500.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	520 lin.ft.	5.00	2,600.00
Drive Steel Piles	16 only	75.00	1,200.00
Splice Steel Piles	4 only	40.00	160.00
Class "A" Concrete (10,800 cu.yds. at $68.00)	All Required		734,400.00
50' to 55' Type III Prestressed Beams	48 only	1,050.00	50,400.00
60' to 65' Type III Prestressed Beams	88 only	1,350.00	118,800.00
Metal Reinforcement (2,243,500 lbs. at $0.13)	All Required		291,655.00
Structural Steel (2,400,000 lbs. at $0.24)	All Required		576,000.00
Concrete Slab Riprap	525 sq.yds.	8.00	4,200.00
8-inch Metal Drain Pipe	150 lin.ft.	4.00	600.00
Metal Median Barrier	3,220 lin.ft.	4.00	12,880.00
Electrical Conduit System, Complete	All Required		4,000.00
6-inch Standard Steel Pipe	575 lin.ft.	12.00	6,900.00
			$1,857,295.00
Restore City Park	All Required		5,000.00
Utility Work:			
Work by City of Medford	All Required		2,500.00
	Subtotal		$1,864,795.00
	10% Engr. & Cont.		186,479.00
	Total		$2,051,274.00

Length of Structure . . . . 0.610 mile

Federal Funds	$1,885,000.00
State Funds	166,274.00
	$2,051,274.00

MEDFORD VIADUCT SECTION (STRUCTURE)

I-5-1(29)27

Prestressed Beam Quantities

55' to 60' Beams

Overhead			$ 195.00
Metal Reinforcement	966 lbs.	$ 0.12	115.92
Prestress Steel	587 lbs.	0.45	264.15
Class "AA" Concrete	7.92 cu.yd.	60.00	475.20
			$1,050.27

60' to 65' Beams

Overhead			$ 206.00
Metal Reinforcement	1,140 lbs.	$ 0.12	136.80
Prestress Steel	985 lbs.	0.45	443.25
Class "AA" Concrete	9.4 cu.yd.	60.00	564.00
			$1,350.05

Oregon State Highway Department

Federal Aid
Project No. I-5-1(29)27

MEDFORD VIADUCT SECTION (STRUCTURES) OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 13, 1961

Type Code X431
Medford Viaduct (Br. #8332)(Sta. "L" 792+13 to Sta. "L" 824+35.50)

Shoring, Cribbing, Etc.	All Required		$ 25,000.00
Structural Excavation	5,500 cu.yds.	$ 5.00	27,500.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	520 lin.ft.	5.00	2,600.00
Drive Steel Piles	16 only	75.00	1,200.00
Splice Steel Piles	4 only	40.00	160.00
Class "A" Concrete (10,800 cu.yds. at $60.00)	All Required		648,000.00
50' to 55' Type III Prestressed Beams	48 only	950.00	45,600.00
60' to 65' Type III Prestressed Beams	248 only	1,250.00	310,000.00
Metal Reinforcement (2,243,500 lbs. at $0.13)	All Required		291,655.00
Structural Steel (2,400,000 lbs. at $0.24)	All Required		576,000.00
Concrete Slab Riprap	525 sq.yds.	8.00	4,200.00
8-inch Metal Drain Pipe	150 lin.ft.	4.00	600.00
Metal Median Barrier	3,220 lin.ft.	4.00	12,880.00
Electrical Conduit System, Complete	All Required		4,000.00
6-inch Standard Steel Pipe	575 lin.ft.	12.00	6,900.00
			$1,957,295.00
Restore City Park	All Required		5,000.00
Utility Work:			
Work by City of Medford	All Required		2,500.00
	Subtotal		$1,964,795.00
	10% Engr. & Cont.		196,479.00
	Total		$2,161,274.00

Length of Structure . . . . 0.610 Mile

Federal Funds	$1,988,000.00
State Funds	173,274.00
	$2,161,274.00

MEDFORD VIADUCT SECTION (STRUCTURE)

I-5-1(29)27

Prestressed Beam Quantities

50' to 55' Beams

Overhead			$ 95.00
Metal Reinforcement	966 lbs.	$ 0.12	115.92
Prestress Steel	587 lbs.	0.45	264.15
Class "AA" Concrete	7.92 cu.yds.	60.00	475.20
			$ 950.27

60' to 65' Beams

Overhead			$ 106.00
Metal Reinforcement	1,140 lbs.	$ 0.12	136.80
Prestress Steel	985 lbs.	0.45	443.25
Class "AA" Concrete	9.4 cu.yds.	60.00	564.00
			$1,250.05

Oregon State Highway Department

Federal Aid
Project No. I-5-1(29)27

MEDFORD VIADUCT SECTION (STRUCTURE)

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 29, 1961

Type Code X431
Medford Viaduct (Br. #8332)(Sta. "L" 792+13 to Sta. "L" 824+35.50)

Shoring, Cribbing, etc.	All	Required	$	$ 25,000.00
Structural Excavation	5,500	cu.yds.	5.00	27,500.00
Structural Excavation Below Elevation Shown	100	cu.yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	520	lin.ft.	5.00	2,600.00
Drive Steel Piles	16	only	75.00	1,200.00
Splice Steel Piles	4	only	40.00	160.00
Class "A" Concrete (10,800 cu.yds. at $60.00)	All	Required		648,000.00
50' to 55' Type III Prestressed Beams	48	only	950.00	45,600.00
60' to 65' Type III Prestressed Beams	248	only	1,250.00	310,000.00
Metal Reinforcement (2,243,500 lbs. at $0.13)	All	Required		291,655.00
Structural Steel (2,400,000 lbs. at $0.24)	All	Required		576,000.00
Metal Parapet Railing	6,450	lin.ft.	7.00	45,150.00
Concrete Slab Riprap	525	sq.ft.	8.00	4,200.00
8-inch Metal Drain Pipe	150	lin.ft.	4.00	600.00
Metal Median Barrier	3,220	lin.ft.	4.00	12,880.00
Electrical Conduit System Complete	All	Required		4,000.00
6" Standard Steel Pipe	575	lin.ft.	12.00	6,900.00
				$2,002,445.00

Utility Work

Work by City of Medford	All Required	2,500.00
	Subtotal	$2,004,945.00
	10% Engr. & Cont.	200,494.00
	Total	$2,205,439.00

Length of Structure ------ 0.610 Mile

Federal Funds ----------------------------	$2,025,000.00
State Funds ----------------------------	180,439.00
	$2,205,439.00

MEDFORD VIADUCT SECTION (STRUCTURE)

I-5-1(29)27

Prestressed Beam Quantities

50' to 55' Beams

Overhead		$ 95.00
Metal Reinforcement	966 lbs. $0.12	115.92
Prestress Steel	587 lbs. $0.45	264.15
Class "A-A" Concrete	7.92 cu.yds. $60.00	475.20
		$ 950.27

60' to 65' Beams

Overhead		$ 106.00
Metal Reinforcement	1,140 lbs. $0.12	136.80
Prestress Steel	985 lbs. $0.45	443.25
Class "A-A" Concrete	9.4 cu.yds. $60.00	564.00
		$1,250.05

RECEIVED
MAY 16 1961

FOR FILES

COMMISSIONERS
[illegible]IVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(29)27
5841

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 16, 1961

Peter Kiewit Sons' Co.,
Sparta Bldg.,
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5881, awarded April 14, 1961, for the Medford Viaduct on the Jackson St.-12th St. Section of Pacific Highway in Jackson County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Jc
Encl.

RECEIVED
MAY 9 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. F[illegible], MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(29)27
5881

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 8, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

Peter Kiewit Sons' Company started work on the Jackson Street-12th Street Medford Viaduct Project, on the Pacific Highway in Jackson County, Contract #5881, FAP No. I-5-1(29)27, on May 1, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
APR 18 1961

FOR FILING
I-5-1(29)27
5881

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

April 14, 1961

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-1(29)27

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-1(29)27, Jackson St.-12th St. Section, Pacific Highway, Medford Viaduct, we hereby concur, as of this date, in award of Contract No., 5881 to Peter Kiewit Sons Co., of Medford, Oregon, low bidder in the amount of $1,675,988.00 at the April 11, 1961 bid opening.

Porter

RECEIVED
MAR 23 1961

FOR FILING
I-5-1(29)27
5941

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

March 20, 1961

C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

Oregon Project I-5-1(29)27

We have today approved the P. S. and E. documents for Oregon Project I-5-1(29)27, Medford Viaduct, Pacific Highway.

This is to authorize your advertising for bids.

Porter

I-5-1(23)28 Pacific Hwy. Overcrossing of
McAndrews Rd., NW of Medford
#5882
1961

RECEIVED
JUL 2 1962
FOR FILING

[illegible]

5882

June 29, 1962

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5882, awarded to Pacific Concrete Co., for construction of the McAndrews Road Overcrossing on the Seven Oaks-Jackson Street Section of Pacific Highway in Jackson County.

This contract was completed on June 2, 1962, and was accepted by the Highway Commission on June 29, 1962. Final payment in the amount of $9,810.07 will be released to the contractor on or after July 6, 1962. The total contract amount is $106,466.45, of which amount $1,539.66 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: Pacific Concrete Co.,
P. O. Box 7648
Portland 20
Oregon

RECEIVED
JUN 28 1962
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 27, 1962

SUBJECT: McAndrews Road Overcrossing
Contract No. 5882
FAP No. I-5-1(23)28

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Pacific Concrete Company completed work on the McAndrews Road Overcrossing structure on the Pacific Highway in Jackson County, Contract No. 5882, on June 2, 1962.

Will you please secure authority from the Commission to pay the final estimate on this job? Final inspection and acceptance of the project has been made by the Bureau of Public Roads.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: Floyd Query ✓

NOTED ON CARD
dc

RECEIVED
JUN 19 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5882

June 19, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
177 Cottage, N. E.
Salem, Oregon

Dear Sir:

Pacific Concrete Company started work on the McAndrews Road Overcrossing Project on the Pacific Highway in Jackson County, Contract #5882, FAP No. I-5-1(23)28, on June 15, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
MAY 29 1961
FOR FILING

I-5-1(23) [illegible]
5882

COMMISSIONERS
M[illegible] McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 29, 1961

Pacific Concrete Company
P. O. Box 7648
Portland 20
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5882, awarded April 14, 1961, for the McAndrews Road Overcrossing on the Seven Oaks-Jackson Street Section of Pacific Highway in Jackson County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
APR 18 1961
FOR FILING
I-5-1(23)28
5882

408 State Highway Building
Salem, Oregon

April 14, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-1(23)28

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-1(23)28, Seven Oaks-Jackson St. Section, Pacific Highway, Overcrossing of McAndrews Road, we hereby concur, as of this date, in award of Contract No., 5882 to Pacific Concrete Co., of Portland, Oregon, low bidder in the amount of $103,000.00 at the April 11, 1961 bid opening.

Porter

NOTED
FORREST COOPER

316-1708 Madras (4th & "J" Sts.) 1961
Leveling course & oiling project
#5883

[illegible] Day Street Fund 65

RECEIVED
OCT 17 1961
FOR FILING

NOTED
W. C. WILLIAMS

October 6, 1961

~~Madras (4th & J Streets)~~
Contract No. 5883

5443

FINAL COST ANALYSIS
Oiling
Contractor: J.C. Compton
Resident Engineer: R.H. Clark

City Streets
Jefferson County

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Leveling Course	767	Cu.Yd.	3.20	3.24	2,484.32	2,454.40
Sprinkling	80	M-Gal	3.00	2.86	229.12	240.00
Preparation of Base	0.29	Mile	1,000.00	974.00	282.48	290.00
Furnish & Place Aggregate	525	Cu.Yd.	4.35	4.12	2,161.67	2,283.75
120-150 Asphalt	37.19	Ton	45.00	39.46	1,467.74	1,673.55
RS-1 Asphalt	10.34	Ton	45.00	40.49	418.65	465.30
Flagging	All				149.30	66.18
					$7,193.27	$7,473.18

Gross Revenue	$ 7,473.18
Total Cost	7,193.27
Net Profit	$ 279.91

Net Profit equals 3.745% of Gross Revenue

DETAIL OF COSTS - Contract No. 5883

Labor:		
Labor (All)	$ 1,413.92	
Insurance, Welfare and Pension	194.84	$ 1,608.76
Material:		
3/4"-0 Crushed Rock	1,112.15	
Crushed Oiling Aggregate	813.75	
120-150 Asphalt	1,124.25	
RS-1 Asphalt	330.88	3,381.03
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	1,378.35	
Gas and Oil	213.06	
Bond	56.05	
Home Office and General Overhead	332.90	
Move and Miscellaneous	223.12	2,203.48
TOTAL COST		$ 7,193.27

Remarks - Contract No. 5883

This was a "State Project" for the construction of stone leveling course and 0-11 oil mat wearing surface on 4th and "J" Streets in the city of Madras in Jefferson County.

The north end of the project is at 4th and "G" Streets and extends 0.29 mile southerly to the intersection of "J" Street with The Dalles-California Highway.

The bid on this project was received April 11, 1961 and the contract was awarded April 14, 1961. Work began June 19, 1961 with the preparation of the base, followed on June 21, 1961 with the placing and processing of the leveling course. No work was performed from July 1, 1961 to August 11, 1961 because of strike conditions. August 14th, the first seal application was applied and final seal and completion on August 17, 1961. The semi-final was submitted to the Division office August 29, 1961.

Management was good on this project. The small profit of 3.75% is attributed to close bidding.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
OCT 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 2 1961
FOR FILING

5883

October 2, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5883 for leveling course-oiling 4th and "J" Streets in Madras, Jefferson County, was completed by the contractor, J. C. Compton Co., on August 17, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $500.00 will be released to the contractor on or after October 9, 1961. The total contract amount is $7,473.18, of which amount $66.18 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Gordon Carey Ins. Agency
P. O. Box 117
McMinnville, Oregon

cc: J. C. Compton Co.,
P. O. Box 86
McMinnville
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 2, 1961

Section Madras (4th & "J" Streets)	Kind of work XX Leveling & Oiling
Highway City Streets County Jefferson	Section prefix 316-1708
Contractor J. C. Compton Co.	Contract number 5883
Date of contract 4-14-61, 19	Specified work days 50
Date work started 6-19-61, 19	Work days used 44
Project authorization $ 7,621.31 Exclusive of engineering $ 7,079.35	Per cent of time elapsed 88 %

Estimated cost of completed project, exclusive of engineering $ 7,131.17

Estimated per cent overrun or underrun 0.73 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 541.96

Engineering cost to date $ 148.18, 27.34 %

Date project was completed August 17, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		100	100	Comml. Purch.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

FINAL REPORT

6-19-61 Prep. of Base started

6-21-61 Started placing Leveling Course

7-5-61 to Aug. 10, 1961 Delayed by strike.

8-14-61 Oil Mat placed through first seal

8-17-61 Final Seal Placed

8-29-61 Semi-final Estimate submitted to Division Office.

YB Kf

Signed R. H. Clark R. H. Clark

Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.29		0.29	
Miles partially completed					
Miles completed		0.29		0.29	
Total estimated quantities (contract)		750		44 Ton 470 c.y.	
Total quantities corrected to date		767		48 525	
Estimated quantities moved or placed to date		Same		Same	
Average daily quantities		110 (7)		112 (2)	
Average daily quantities necessary to complete project on time		Compl.		Compl.	
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

[illegible], Phillip Crane called and
[illegible]
[illegible] to go [illegible]
[illegible]. I explained the situation
to Crane, we discussed the situation and
[illegible] in view of the sandstone
[illegible] decided to go along with the
[illegible]. I called Bud Miller
[illegible]
very pleased. [illegible]
[illegible] was over [illegible] the job. He
was [illegible] because the contractor plans
to move in in about 2 weeks

FORM E-128

RECEIVED
MAY 9 1961
FOR FILING

P

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

316-1708
5883

May 8, 1961

J. C. Compton Co.,
P. O. Box 86
McMinnville
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5883, awarded April 14, 1961, for leveling course-oiling 4th and "J" Streets in Madras, Jefferson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 30 1961
FOR FILING

316-1708

5443

March 29, 1961

Mr. Jos. M. Palin
City Recorder
City Hall
Madras, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Madras covering the Special City Allotment project on Fourth Street and "J" Street in the City of Madras.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc

RECEIVED
MAR 31 1961
FOR FILING
316-1758

5883

[illegible]

Salem, Oregon
March 29, 1961

$250,000 Fund Agreement
City of Madras

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Madras covering the Special City Allotment project on Fourth Street and "J" Street in Madras.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Madras.

Secretary

rn
Enc.

FORM E-30X 50M 7-59 22129

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/23/61

SUBJECT: $250,000 Fund Agreement
City of Madras

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Fourth Street and "J" Street in Madras. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

G S Paxson

11-3-60 Min page 32894
Floyd Query

RECEIVED
FORM E-123-X 75M 1-60
FEB 13 1961

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

316-1708
5993

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 10, 1961

Mr. Jos. Palin, City Manager
City Hall
Madras, Oregon

RE: Special City Allotment Project

Dear Mr. Palin:

I have discussed the matter of curb construction on the south side of "J" Street between 4th Street and The Dalles-California Highway with Mr. Barbee, Assistant Construction Engineer, and it is his opinion that these curbs should not be constructed at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Original signed

C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: G. S. Paxson
D. J. Barbee

NOTED
G. S. PAXSON

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

LOCATION PROSPECTUS
"G" STREET - THE DALLES-CALIFORNIA HIGHWAY SECTION
FOURTH STREET, MADRAS
JEFFERSON COUNTY

RECEIVED
NOV 23 1960
ENGINEER
COUNTY & CITY RELATIONS

11-22-60

The following prospectus is submitted concerning the above-mentioned section of Fourth Street in the City of Madras. The overall length of the project is 0.35 mile.

This will be a location survey to prepare plans, specifications, and estimates for surfacing on existing alignment. The City of Madras is to curb, grade, drain, and place 12 inches of base course prior to the State's contract.

NOTED
V. R. JONES

This will be a city street section with a 54-foot travel way between curbs. The approved base design by G. L. Decker is:

Wearing Surface	1¼"
Top Course, Base	2 "
Bottom Course, Base	12 "
Total Depth	15¼"

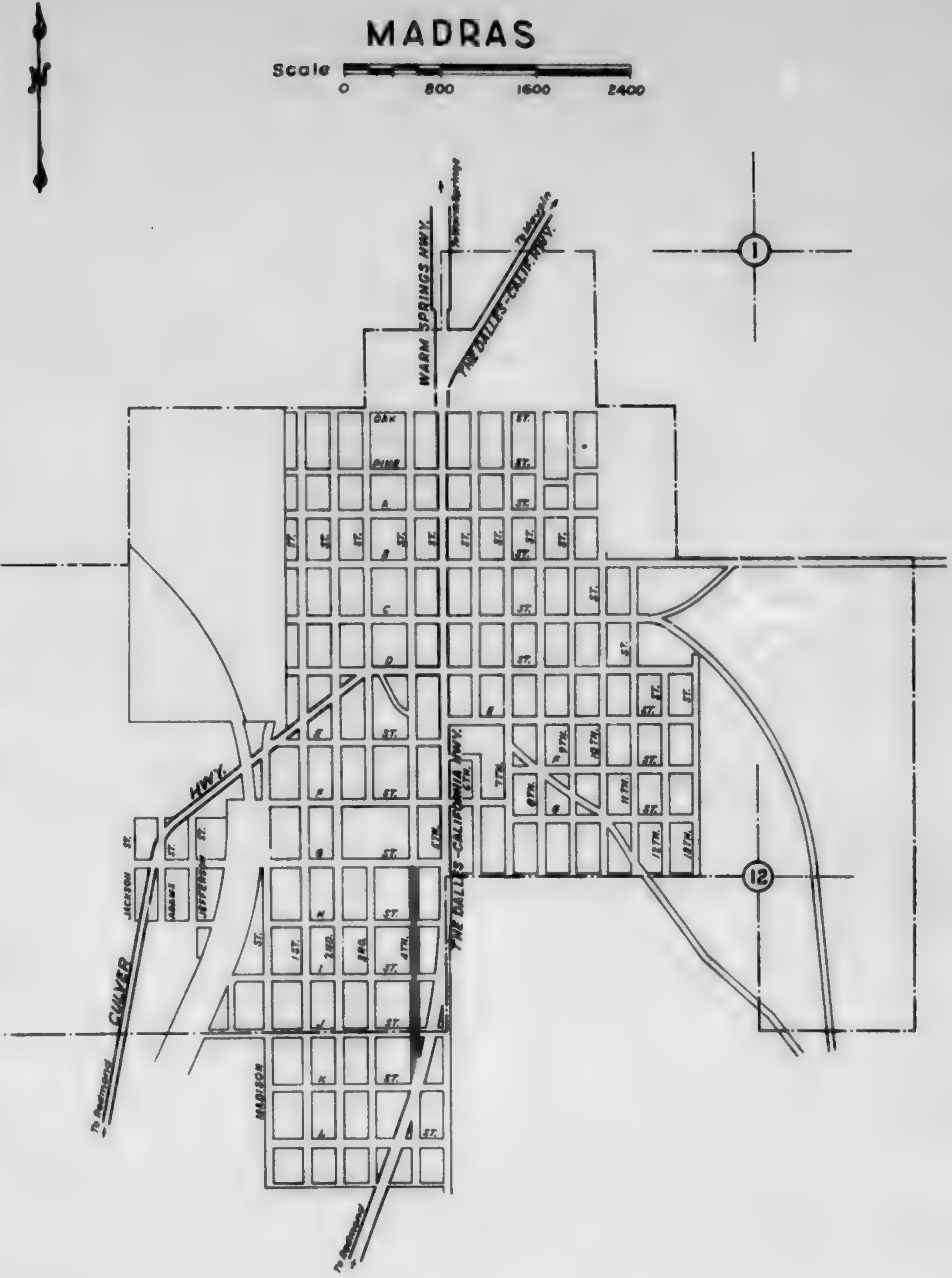
Final agreement with the City will be necessary.

November 22, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
Dean Swift (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

MADRAS



Rev 8-19-33

RESOLUTION NO. 3-60

5-12-60

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949 and Section 2, Chapter 170, Oregon Laws 1959, provides that:

"Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys creditied to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the State highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A., Section 15, Chapter 413, Oregon Laws 1945, as amended by Section 4, Chapter 114, Oregon Laws 1947, and section 29, Chapter 467, Oregon Laws 1947, as amended by Section 2, Chapter 170, Oregon Laws 1959; and from fines and penalties collected for violations of motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act." and

WHEREAS Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, as amended by Section 2, Chapter 170, Oregon Laws 1959, provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual ~~industrial~~ traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities", and

WHEREAS, the City of Madras is an incorporated city of the State of Oregon, and has a population of 1,600 as given by the latest official census, and

WHEREAS the following streets of said city, Fourth Street from the South line of the intersection of Fourth and "G" Streets to the North line of the intersection of Fourth Street and Highway No. 97; and "B" street from the West line of the Intersection of Seventh and "B" streets to the West line of the Willow Creek Bridge between Tenth and Eleventh Streets are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual ~~industrial~~ traffic", and

WHEREAS said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the Common Council of the City of Madras, in regular session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to-wit: Fourth Street from the South line of the intersection of Fourth and "G" streets to the North line of the intersection of Fourth Street and Highway No. 97; and "B" street from the West line of the intersection of Seventh and "B" streets to the West line of the Willow Creek Bridge between Tenth and Eleventh streets are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

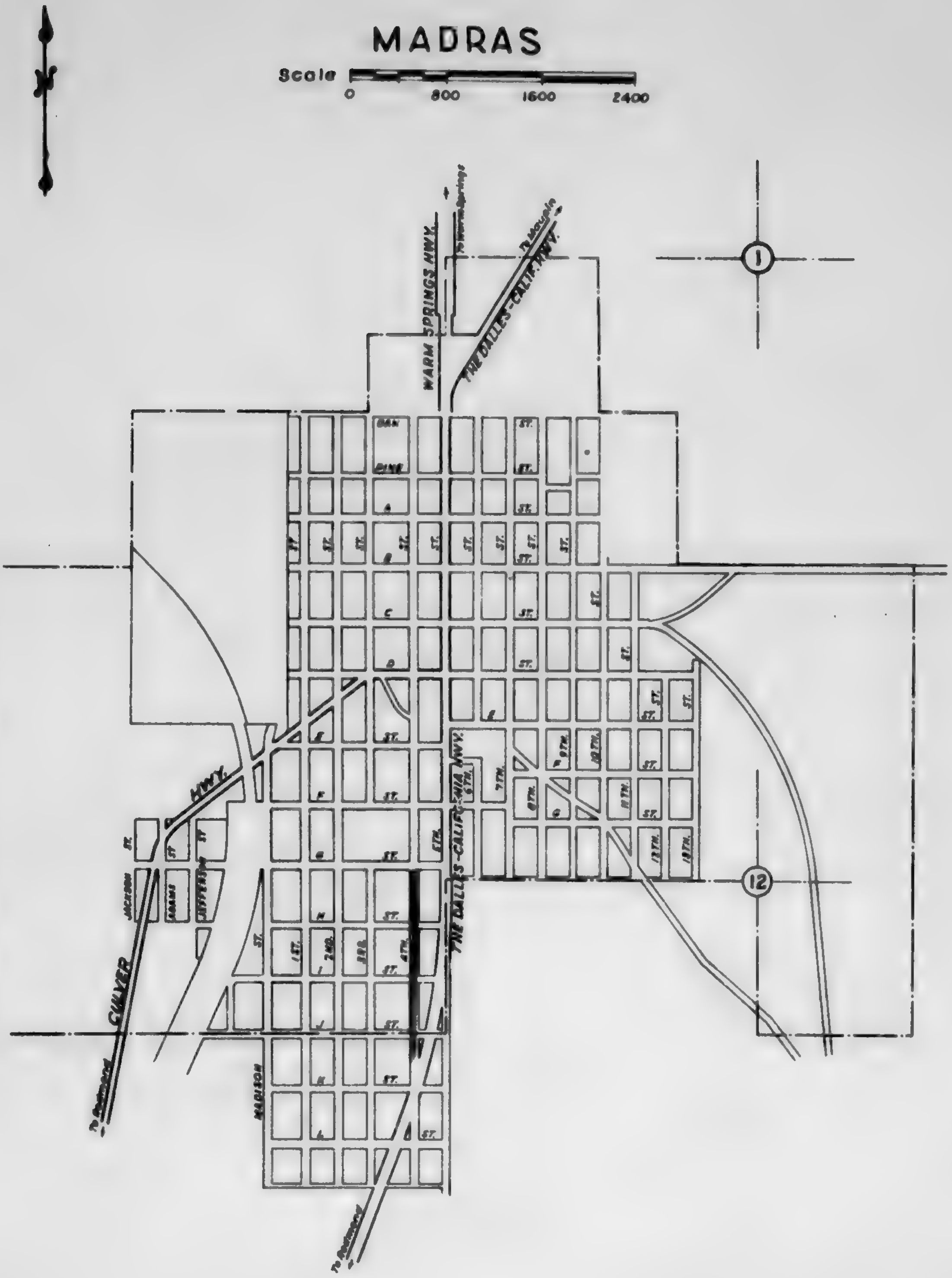
4. That the City of Madras does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said City may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Jos M. Palin, City Administrator, as the official representative of the City in all negotiations resulting from this request.

Passed and approved this 12th day of May ~~April~~, 1960.

M Broadbent
M. Broadbent, Mayor

ATTEST: Jo M Palin
Jos M. Palin, Recorder

MADRAS



Rev 8-19-49

Madras (4th & 'J' Sts) Section

Leveling Course and Oiling

Estimate
[illegible]-60
Day

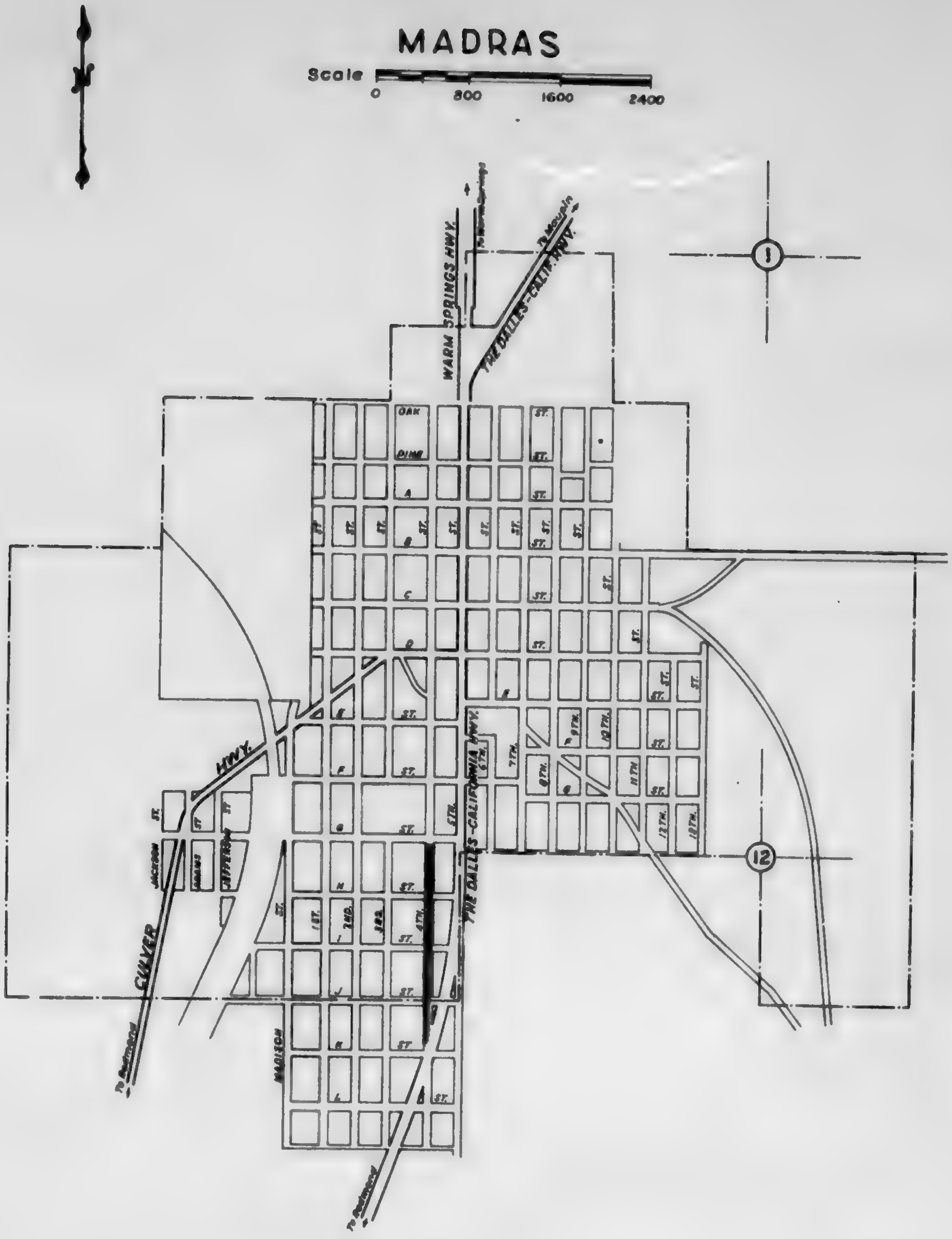
No	Item	Quantity		Price	Amount
1	3/4"-0 Material in Leveling Course	750	Cu Yds	3^{00}	2250 -
2	Sprinkling	20	M-Gals.	3^{00}	60 -
3	Preparation of Base	0.29	Mile	500 -	145 -
4	Furnishing and Placing Aggregates	470	Cu Yds.	4^{50}	2115 -
5	120-150 Asphalt	34	Tons	42^{00}	1428 -
6	RS-1 Asphalt	10	Tons	44^{00}	440 -
				Total	6438 -
				~~Antic. Add Items~~	
				~~Flagging~~	
				~~Total~~	
				12½ % Etc	804^{75}
				Total	7,242^{75}

Harold:

When will city have base on the road?

John Day

MADRAS



Rev 8-19-49

18-8325 Olene-Bly Rock Production Project
on the Klamath Falls-Lakeview Hwy.
#5984 1961

RECEIVED
DEC 20 1961
FOR FILING

5884

December 19, 1961

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5884 for the Olene-Bly Rock Production Project on the Klamath Falls-Lakeview Highway in Klamath County was completed by the contractor, C. C. Meisel, on October 20, 1961, and was formally accepted by the Highway Commission on December 8, 1961.

Final payment in the amount of $2,235.93 will be released to the contractor on or after December 26, 1961. The total contract amount is $61,793.93, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Oregon Bank Bldg.,
Portland 4, Oregon

cc: Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 25, 1961

Section Olene- Bly

Kind of work Rock Production

Highway K. Falls-Lakeview County Klamath

Section prefix 18-8[illegible]25

Contractor C.C. Meisel

Contract number [illegible]

Date of contract April 14, 1961

Specified work days 95

Date work started August 1, 1961

Work days used 103

Project authorization $ [illegible]5.00

Exclusive of engineering $ 64,1[illegible].00

Per cent of time elapsed 108.42 %

Estimated cost of completed project, exclusive of engineering $ [illegible].13

Estimated per cent overrun or underrun Underrun 3.02%

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 4,912.00

Engineering cost to date $ 5,136.52, 104.57 %

Date project was completed October 20, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	-	-	-	-	-	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Worked on semi-final estimate and supporting data for this project a portion of this week. Unable to complete semi-final until receipt of material Receipts from State forces for material used for oiling.

Expect to submit semi-final estimate the first part of next week.

Completion date: October 20, 1961

RECEIVED
NOV 28 1961
NOTED - EJB

Signed W. Reid Merritt

Address P.O. Box [illegible] Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			42.0		
Miles partially completed			42.0		
Miles completed			42.0		
Total estimated quantities (contract)			20,000.00 Cu. Yd.		
Total quantities corrected to date			20,123.65 Cu. Yd.		
Estimated quantities moved or placed to date			20,123.65 Cu. Yd.		
Average daily quantities			0.00 Cu. Yd.		
Average daily quantities necessary to complete project on time			Work days expended Project complete		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy A.M. Snow Flurries P.M.		
Monday	Cloudy- Snow Flurries		
Tuesday	Cloudy- Snow Flurries		
Wednesday	Overcast Light rain		
Thursday	Rain A.M. Cloudy-Windy P.M.		
Friday	Snow Showers		
Saturday			

FORM 2-129
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNE[illegible]RID[illegible], MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
MAY 9 1961
FOR FILING

18-8325
5884

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 8, 1961

Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5884, awarded April 14, 1961, for the Olene-Bly Rock Production Project on the Klamath Falls-Lakeview Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

19-8315 Klamath Co. Line-Silver Lake Rock
Production Project on Fremont Hwy.
#5885
1961

W. Williams

RECEIVED
16 1961
FOR FILING

NOTED
W. C. WILLIAMS

October 6, 1961

Klamath County Line-Silver Lake
Contract No. 5885

FINAL COST ANALYSIS
Rock Production
Contractor: M.C. Lininger & Sons
Resident Engineer: R.H. Clark

Fremont Highway
Prefix No. 19-8315

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Cr.Mat'l in S.P.	1,654.27	Cu.Yd.	1.95	1.686	2,790.12	3,225.83
1/2"-1/4" Cr.Mat'l in S.P.	5,152.42	Cu.Yd.	1.95	1.686	8,690.15	10,047.22
1/4"-#10 Cr.Mt'l in S.P.	2,093.85	Cu.Yd.	1.95	1.686	3,531.52	4,083.01
1/4"-0 Cr.Mat'l in S.P.	1,857.93	Cu.Yd.	1.95	1.686	3,133.60	3,622.96
					$18,145.39	$20,979.02

Gross Revenue	$ 20,979.02
Total Cost	18,145.39
Net Profit	$ 2,833.63

Net Profit equals 13.5% of Gross Revenue

CRUSHING BREAKDOWN - Contract No. 5885

	Quantity	Unit	Cost	Cost per Cu. Yd.
Move In and Set Up	10,758.47	Cu.Yd.	5,539.53	.515
Feed Crusher	10,758.47	Cu.Yd.	3,096.82	.288
Crushing	10,758.47	Cu.Yd.	7,071.96	.657
Haul to Stockpile	10,758.47	Cu.Yd.	2,112.13	.196
Stockpile	10,758.47	Cu.Yd.	324.95	.030
		Average cost per cubic yard		$1.686

DETAIL OF COSTS - Contract No. 5685

Labor:		
Labor	$ 3,031.25	
Labor Insurance	308.75	
Health, Welfare and Pension	154.80	
Travel and Transportation	342.00	$ 3,836.80
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental	6,769.19	
Gas, Oil and Grease	772.06	
Bond	157.34	
P.L. and P.D. Insurance	400.00	
Move In and Set Up	5,000.00	
P.U.C.	60.00	
Small Tools and Miscellaneous Supplies	100.00	
Home Office and General Overhead	1,050.00	14,308.59
TOTAL COST		$ 18,145.39

Remarks - Contract No. 5885

This was a "State Project" calling for the crushing and stockpiling of 10,000 cubic yards of crushed material for maintenance on the Klamath County Line-Silver Lake Section of the Fremont Highway in Lake County. The contract was bid April 11th; awarded April 14th. Work started May 25th and was completed June 12, 1961.

The contractor moved in a crew of seven men and equipment which consisted of a Cedar-Rapids portable crushing plant, one portable bunker and screen, one 3/4-yard shovel dragline, one D8 cat and dozer, and three 10-yard dump trucks to the State controlled cinder deposit located on the westerly side of and 0.5 mile distant from the Fremont Highway at Mile Point 33.4. Set up was completed and crushing started on a one 12-hour shift basis May 25th. Crushing was accomplished with only minor down time for repairs.

The contractor, with good production and equipment, realized a good profit.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

RECEIVED
JUL 27 1961
FOR FILING

17[illegible]
5885

July 25, 1961

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

State Highway contract #5885 for the Klamath County Line-Silver Lake Rock Production Project on the Fremont Highway in Lake County was completed by the contractor, M. C. Lininger & Sons, on June 12, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,042.65 will be released to the contractor after acceptance by the Commission. The total contract amount is $20,979.04, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

cc: M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 17, 1961

Section Klamath Co. Line - Silver Lake

Kind of work Rock Production

Highway Fremont County Lake

Section prefix 19-8315

Contractor M.C. Lininger & Sons

Contract number 5885

Date of contract 4-14-61

Specified work days 90

Date work started 5-25-51

Work days used 35

Project authorization $ 22,162.50

Exclusive of engineering $ 20,586.50

Per cent of time elapsed 38.89 %

Estimated cost of completed project, exclusive of engineering $ 20,752.96

per cent overrun 0.8 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,576.50

Engineering cost to date $ 1,100, 69.77 %

Date project was completed June 12, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		None		10,540 C.Y.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The contractor started producing cinders on May 25 and completed the project on June 12, 1961.

The semi-final estimate was submitted to the Division office June 16, 1961.

Final Report.

CONSTRUCTION DIVISION
RECEIVED
JUN 19 1961
NOTED-- CE ACE COE

NOTED

NOTED

C. E. PAULSEN

Signed R.H. Clark R H Clark

Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			38.66	~~38.66~~	
Miles partially completed					
Miles completed			38.66		
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,540		
Estimated quantities moved or placed to date			10,540		
Average daily quantities			1,054 (10)		
Average daily quantities necessary to complete project on time			Complete		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			7 (1 day)		
Men			6		
Supervision			1		
Men and trucks under 3 tons					
Men and trucks over 3 tons			2		
Men and tractors					

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1........

Compressors ...., Bulldozers 1........, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Clear-warm		
Tuesday	Warm		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAY 10 1961

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

19-8315
5886

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1961

M. C. Lininger & Sons
P. O. Box 1386
Medford
ORegon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5885, awarded April 14, 1961, for the Klamath County Line-Silver Lake Rock Production Project on the Fremont Highway in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

S-309(1) Calapooya River Bridge. 206' RCDG
Bridge on Corvallis-Eastside Hwy.
#5886 SW of Albany 1961

Contract - 5886

RECEIVED [illegible] 1962 FOR FILING

Monthly transaction number 10-56	F R-2A U.S. DEPARTMENT OF COMMERC (5 -57) BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number S( )	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 10-4-62	County **Linn**
		Project number **S-309(1)**

5886

~~The~~ Project Agreement for the above-referenced project entered into between ~~the undersigned~~ parties and executed by the Division Engineer on **May 11**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project $ **66,524.00**

Revised Federal funds $ **41,423.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **4** day of **October**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. L. Porter

Ass't **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **A. W. Parsons**
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

October 4, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Calapooya River Bridge, Project No. S-309(1).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

J. W. Nash
Federal Aid Engineer

RNC:lt
Enc.

5-11-61

RECEIVED
MAY 22 1961 P
FOR FILING

Monthly Transaction No.

Project Report No. S-309(1)

5886

Form [illegible]2
(8-1[illegible]

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

[illegible] Oregon

County Linn

Project No. S-309(1)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Calapooya River Bridge
(Approx. 1 mi. W. of Jct. FA 3 to Albany)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-6-56	0.03
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 64,828	Federal funds $ 40,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ________________________
State Highway Engineer
(title)

By ________________________
____
(title)

By ________________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: ME Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

April 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Calapooya River Bridge, Project No. S-309(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Oregon State Highway Department

Federal Aid Secondary
Project No. S-309(1)

CALAPOOYA RIVER BRIDGE ON THE CORVALLIS-EASTSIDE HIGHWAY IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 27, 1961

Type Code X021
Calapooya River Bridge (Br. #4271-A)(Sta. 578+97 to Sta. 581+02)(Contract 5886)

Remove Old Bridge	All Required		$ 5,300.00
Shoring, Cribbing, etc.	All Required		5,000.00
Structural Excavation	220 cu.yd.	$ 5.00	1,100.00
Structural Excavation Below Elevation Shown	10 cu.yd.	20.00	200.00
Furnish Treated Timber Piling	490 lin.ft.	1.50	735.00
Furnish Untreated Timber Piling	960 lin.ft.	0.60	576.00
Drive Timber Piles	62 only	50.00	3,100.00
Class "A" Concrete (387 cu.yds.)	All Required		26,700.00
Metal Reinforcement (79,000 lbs.)	All Required		11,000.00
Metal Railing	412 lin.ft.	12.00	4,944.00
8-inch Metal Drain Pipe	70 lin.ft.	4.00	280.00
	Subtotal		$ 58,935.00
	10% Engr. & Cont.		5,893.00
		Total	$ 64,828.00

Length of Structure - - - - - - 0.039 Mile

Federal Funds -	$ 40,000.00
State Funds -	24,828.00
	$ 64,828.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
DEC 26 1961
FOR FILING

(1)

5886

December 22, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5886 for bridge construction on the Calapooya River Bridge Section of the Corvallis Eastside Secondary Highway in Linn County, was completed by the contractor, Babler Bros., Inc., December 6, 1961, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $4,914.58 will be released to the contractor after acceptance by the Commission. The total contract amount is $58,931.25, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on thid project.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - Babler Bros., Inc.
4617 SE Milwaukie Ave.
Portland 2, Oregon

RECEIVED
DEC 11 1961
FOR FILING

D Cook

COMMISSIONERS
M. [illegible]ER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-309(1)

5486

December 8, 1961

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 N. Cottage St.
Salem, Oregon

Dear Mr. Polk:

Re: Calapooya River Bridge
Contract No. 5886
FAP No. S-309(1)

Babler Brothers, Inc. completed work on the Calapooya River Bridge project on the Corvallis-Albany Eastside Highway in Linn County, Contract No. 5886, FAP No. S-309(1), on December 6, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
J. W. Nash
D. B. Parkes

NOTED
[illegible] QUERY

NOTED ON CARD
LC

RECEIVED
FORM E-123-X 75M 1-60
MAY 11 1961
FOR FILING

COMMISSIONERS:
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-3 9(1)
5886

May 11, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Babler Brothers started work on the Calapooya River Bridge Project, Contract #5886, FAP No. S-309(1), on the Corvallis East Side Highway in Linn County, on May 8, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

RECEIVED
MAY 10 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5-309(1)
5 496

May 9 1961

~~Babler~~ Bros. Inc.,
4617 SE Milwaukie Avenue
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5886, awarded April 14, 1961, for construction of the Calapooya River Bridge on the Corvallis Eastside Secondary Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
APR 14 1961

FOR FILING
5-309(1)

5886

NOTED
W. C. WILLIAMS

4-10-61

LOCATION PROSPECTUS
CALAPOOYA RIVER BRIDGE
FAS 218, LINN COUNTY

The following prospectus is submitted concerning the above-mentioned county bridge, which is on the Holley-Dollar County Road, FAS 218, a part of the Federal Aid system. The westerly terminus is at M.P. 3.40, being measured from the community of Holley. The easterly terminus is at M.P. 4.00. The overall length of the project is approximately 3,000 feet.

This will be a location survey to prepare plans, specifications, and estimates for the replacement of an existing log structure over the Calapooya River, with a new structure and appropriate approaches on new alignment. There are no towns affected by this project.

The general route follows generally the existing facility and, because of the close proximity of the Oregon Electric Railroad to the existing bridge, a grade crossing will be required in conjunction with the new alignment. Linn County will construct road approaches as required and remove the existing bridge. Reconnaissance is not required. Routine soils investigations will be conducted. Special drainage studies will be made where required. An economic analysis is not needed at this time.

The existing 1959 ADT is 170 and the projected 1979 ADT is 300. Traffic and the condition of the existing structure warrant a two-lane highway with maximum grade and curvature of 6 per cent and 18 degrees respectively. The typical section will be two 10-foot travel lanes with 4-foot shoulders. The proposed structure will have a horizontal clearance of 24 feet and the existing structure will accommodate traffic until the new facility is completed. The rise and fall will be determined during the survey.

This will be a two-lane county road with no control of access. There will be an "at grade" crossing of the Oregon Electric Railroad.

The tentative base design by G. L. Decker is:

Wearing Surface	1¼"	0-11
Top Course, Base	3 "	3/4"-0
Bottom Course, Base	13 "	Pit Run Base
Total Depth	17¼"	

(Base design is subject to change upon completion of soils investigation.)

Agreements with Linn County will be required.

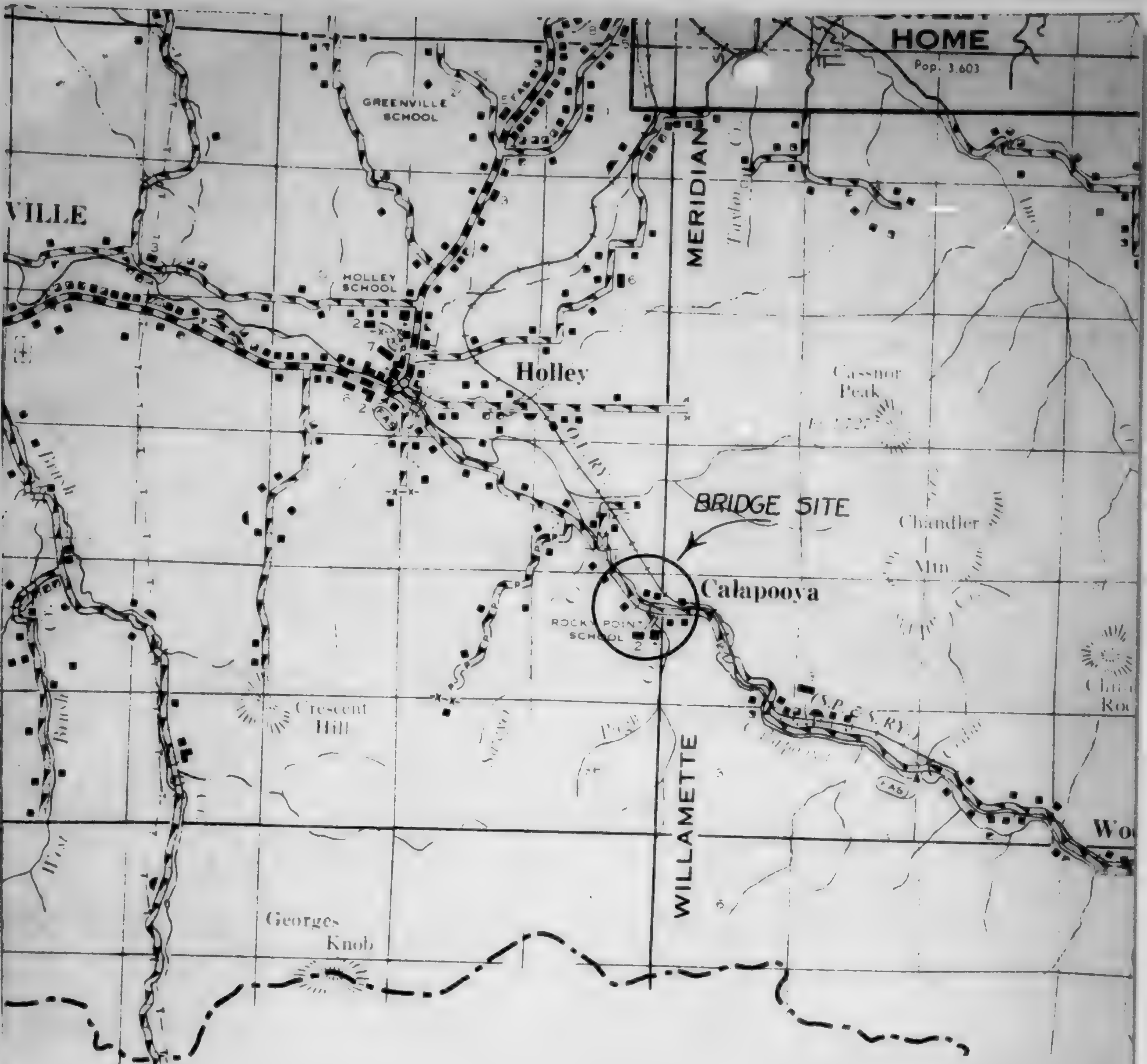
There are no State parks or roadside rest areas affected by this project.

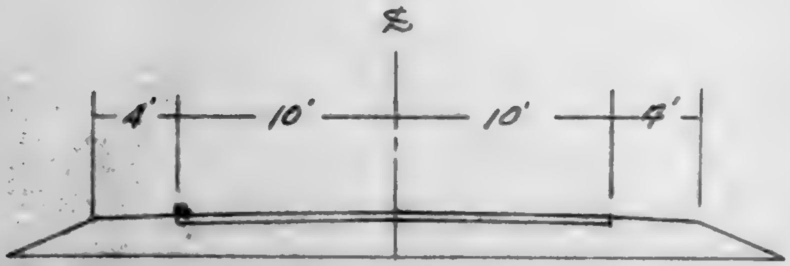
April 10, 1961

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright (2)

RECEIVED
APR 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER





PROSPECTUS MAP
CALAPOOYA RIVER BRIDGE
FAS 218

LINN COUNTY

Scale 1"=1Mi. 1961

23-8322 Vale-West Rock Production Project
on the Vale-West Hwy. 1961
#5887

RECEIVED
AUG 2 1961

FOR FILING
[illegible]
5887

August 2, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5887 for the Vale-West Rock Production Project on the Vale-West Secondary Highway in Malheur County was completed by the contractor, C. E. Leseberg, on June 3, 1961, and was formally accepted by the Highway Commission on June 27, 1961.

Final payment in the amount of $458.80 will be released to the contractor on or after August 9, 1961. The total contract amount is $19,685.76, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. C. E. Leseberg
201 Reece Avenue
Nyssa
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

Final Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 9, 1961

Section Vale - West

Kind of work Rock Production

Highway Vale - West County Malheur

Section prefix 23-8322

Contractor C. E. Leseberg

Contract number 5887

Date of contract April 14, 1961

Specified work days 60

Date work started April 24, 1961

Work days used 29

Project authorization $22,320.00

Exclusive of engineering $20,732.80

Per cent of time elapsed 48.3 %

XXXXXX cost of completed project, exclusive of engineering $19,833.12

Estimated per cent XXXXXXXX underrun 4.34 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,587.20

Engineering cost to date $ 1,274.91, 80.32 %

Date project was completed June 3, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	-	-	-	-	-	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed project on June 3, 1961, except for removel of crusher plant and clean up of plant site.

Office crew completed semi-final estimate and submitted same to Division office.

Clean-up of plant site is expected to be completed by June 15, 1961.

CONSTRUCTION DIVISION
RECEIVED
JUN 12 1961
NOTED-- Ey JB

NOTED

Noted

Signed E S Thompson
E. S. Thompson, Resident Engineer

Address Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			8,000		
Total quantities corrected to date			7,982.83		
Estimated quantities moved or placed to date			7,982.83		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

P

RECEIVED
MAY 10 1961
FOR FILING

23-8322
5887

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1961

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5887, awarded April 14, 1961, for the Vale-West Rock Production Project on the Vale-West Secondary Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

I-5-6(17) Morrison Br. Interch.-East 1961
301 Bank Freeway Sec., Pacific Hwy.
#5995 in Portland [redacted]

RECEIVED
FEB 28 1964
FOR FILING

FORM L 303X 50M 3-63
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 25, 1964

J. H. Conley and
Hamman Brothers Company
8510 S. E. Otty Road
P. O. Box 6755
Portland 66, Oregon

Gentlemen:

Morrison Bridge Interchange Project
Contract No. 5888
Contractors Claim

Your letter of November 6, 1963 presents a claim for additional Class "A" concrete on the Morrison Bridge Interchange project in the amount of 100.59 cubic yards. The 100.59 cubic yards is broken down into four items as follows:

Item 1.	41.34 yards
Item 2.	11.48 yards
Item 3.	14.81 yards
Item 4.	32.96 yards

Item No. 1 is for variations in elevations of cross beams at bents. No plan changes were made in deck elevations through this project. I quote from the Resident Engineer's report on this matter regarding the elevations of cross beams.

" (A) Construction of a steel cross beam-type bent: Shortly before the final lift of column was poured an elevation was shot on the side of the column and the contractor was given this elevation. From this he calculated how far up he should terminate his pour. After the column was poured elevations were run on top of the concrete and the contractor was given this information. No more grades were run until the girders were in place at which time they were profiled for deck forming.

" (B) Construction of a concrete cross beam-type bent: After the cross beam was poured and before the base plates were set, an elevation was established adjacent to each bearing pad. The contractor was given these elevations. No more grades were run until the girders were in place at which time they were profiled."

Item No. 2 is for additional concrete due to camber changes because of revised T dimensions on beams and overhang. Changes in the T-dimension were made in the field to compensate for the greater weight on the outside of a curve. However, this concrete in an amount of approximately 70 cubic yards, was included in the final estimate. The 11.48 cubic yards referred to is due to change in camber of fabricated steel beams requested by the Bethlehem Steel Company and for their benefit.

Items 3 and 4 are for additional concrete allegedly used because no correction was made for the weight of forms and reinforcing steel in setting deck grades. To my knowledge this has never been done as the amount of deflection caused by these two items is insignificant when compared to the total camber and is on the same order of accuracy as setting elevations with a level; that is, the elevation accuracy is 1/100 of a foot.

A thorough study has been made of this claim, and it is believed that the engineering was as close as could be expected in setting grades and that any difference between computed yardage and purchased yardage would be normal variations in concrete yield. As there were no grade changes made on this job and concrete to obtain additional camber was included in the final estimate, the claims for additional concrete are denied.

I refer you to Paragraph 1.5.13 of the standard bridge specifications which requires a contractor to make known his intention of submitting a claim. In the present instance if this had been done, a conference between the Resident Engineer and the contractor would have resulted in a mutual understanding of the engineering problems involved.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. P. M. Stephenson ✓
Mr. Fred Klaboe
Mr. Edward Hurdt

NOTED
P. M. STEPHENSON

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 8 - 1963

FOR FILING

[illegible]

5888

August 8, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $855.00 will be made to J. N. Conley & Hannan Bros. Co., on contract #5888 for the Morrison Bridge Interchange on the East Bank Freeway Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $2,579,165.01, including the post-final payment. Of the total, $21,502.25 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: J. N. Conley & Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

cc: C. H. Maison
Attn.: John Herr

Vo. No 4090

PART II. CONTRACTOR'S REJECTION

TO THE STATE HIGHWAY COMMISSION:

By executing the attached voucher calling for payment of the sum of Eight Hundred Fifty Five Dollars ($ 855.00), J. N. Conley & Hannan Bros. Co. (Name of Contractor) does not acknowledge or accept the sum therein stated, together with prior payments, as payment in full for work performed and materials furnished to the OREGON STATE HIGHWAY COMMISSION under Contract No. 5888, dated April 14, 19 61, for Morrison Bridge Interchange on the East Bank Freeway on Pacific Highway in Multnomah County.

and notice is hereby given that J. N. Conley & Hannan Bros. Co. reserves the right to sue the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, in accordance with the provisions of said contract.

J. N. Conley & Hannan Bros. Co.
Contractor

By Henry Hannan

Title Partner

Instructions: To obtain payment on the attached voucher, the contractor need only return the voucher and this attached form to the State Highway Department, Salem, Oregon, with the certificate on the back of the voucher properly executed and with either Part I or Part II of this form also properly executed. Execute only one of the two parts.

NOTED
R. L. PORTER

[illegible]
AUG [illegible] 1963.
OFFICE OF
STATE HIGHWAY ENGINEER

Form 124-SF-3

STATE OF OREGON

ROUTE SLIP

Date 8/8/63

TO: R. L. Porter

FROM: Ceely

CHECK

- Approval
- Necessary Action
- Prepare Reply
- For My Signature
- Your Signature
- Comment
- Initial and Return
- Investigate
- Confer
- Per Telephone Conversation
- [✓ For Your Information]
- As Requested
- Note and File
- Return With More Details

NOTED
R. L PORTER

COMMENTS:
Copy of rejection returned with post-final estimate #24.

RECEIVED
JUN 11 1963

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

[illegible]
5444

9

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 11, 1963

**District Engineer
Corps of Engineers
Pittock Block
Portland 5, Oregon**

**Re: Morrison Bridge Interchange
East Bank Freeway
Pacific Highway
Multnomah County
Contract No. 5888
Bridge No. 8589**

Gentlemen:

This is to advise you that as of April 11, 1963, all the work required by this contract that affects your facilities has been completed.

Very truly yours,

**F. D. Morgan
Construction Engineer**

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

**T. W. Litchfield
Utilities Liaison Engineer**

FGP:bjh

**cc: R. L. Porter
I. D. Merchant
F. B. Klaboe
Edward Hardt**

RECEIVED
JUN 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 1 4 1963
FOR FILING

I-5-[illegible] 301

[illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
[redacted] R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 10, 1963

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

ATTENTION: Mr. G. H. Baker

Re: Morrison Bridge Interchange
East Bank Freeway
Pacific Highway
Multnomah County
Contract No. 5888
Bridge No. 8589

Gentlemen:

This is to advise you that as of April 11, 1963, all the work required by this contract that affects the facilities of the Union Pacific Railroad, Southern Pacific Railroad and Portland Traction Company has been completed.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

cc: Southern Pacific Company
324 Union Station
Portland 9, Oregon
ATTN: Mr. E. A. Kendrew

Portland Traction Company
1635 S. E. Water Avenue
Portland 14, Oregon
ATTN: Mr. P. A. Adams

R. L. Porter
I. D. Merchant
F. B. Klaboe
Edward Hardt

RECEIVED
JUN 1 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 20 1963

FOR FILING

[illegible]

5888

May 20, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed April 10 on Contract 5888. The contract was with J. N. Conley and Hannan Bros. Company and was for work on the Morrison Bridge Interchange on the East Bank Freeway on the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project, effective May 20, 1963, and that you concur in this procedure at the Commission meeting on June 6.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

Held for —
Copies as letter
[illegible]

FORM E-30 50M 6-61 26681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1963

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

DEPARTMENT

J. N. Conley and Hannan Bros. Company completed work on the Morrison Bridge Interchange, Contract No. 5888, on the East Bank Freeway on the Pacific Highway in Multnomah County, on April 10, 1963. This contract is ready for acceptance by the Commission.

This is a Federal-aid Project. Bureau of Public Roads has inspected the contract work and are accepting that part of the project as complete.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: D. B. Parkes
Floyd Query

RECEIVED
APR 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123A

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
Portland 13

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5884

9

May 8, 1963

Commissioner William A. Bowes
Commissioner of Public Works
CITY OF PORTLAND
City Hall
Portland 4, Oregon

Dear Commissioner Bowes:

On July 23 you transmitted a letter from the City Engineer stating that certain damage had been done to the City's Sullivan sewage pumping station and the Alder sewage pumping station. In our reply by letter dated July 27, 1962, it was requested that we be informed of the amount of the damage and the date the claim was satisfied.

On April 5, 1963, I again asked that you inform us of the status of these two damage claims, but have not yet received a reply. On three different occasions I contacted the City Engineer who thought the claims had been settled but could not tell me for sure until he checked further with his personnel.

I must assume that your silence in this matter indicates that our contractors have satisfactorily taken care of the damage done to your pumping facilities, and am, therefore, informing our Salem office that they may release the final payment to the contractors.

Very truly yours,

Original Approved by F. B. Klaboe

F. B. Klaboe
Metropolitan Engineer

AAR:sb

cc: Mr. R. L. Porter
Mr. L. I. Lindas
Mr. Ivan Merchant
Mr. John Howard
Mr. Ed Hardt

RECEIVED
APR 9 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID D. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
Portland 13

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-6(17)-1

5888

April 5, 1963

Commissioner William A. Bowes
Commissioner of Public Works
CITY OF PORTLAND
City Hall
Portland 4, Oregon

Dear Commissioner Bowes:

In your letter dated July 23, 1962, you informed this office that certain damage had been done to your Alder Street and Sullivan sewage pumping stations. I informed each of our contractors that they were responsible for any damage done by their crews or their subcontractors. I believe that the claims have been satisfied or that arrangements have been made to repair any remaining damage.

Will you kindly inform us of the status of these damage claims so that we may release the final payment to the contractors.

Very truly yours,

F. B. Klabee
Metropolitan Engineer

By: Alfred A. Rear
Assistant Metropolitan Engineer

AAR:sb

cc: Mr. R. L. Porter
Mr. L. I. Lindas
Mr. Ivan D. Merchant
Mr. John D. Howard
Mr. Edward Hardt

RECEIVED
APR 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section	Morrison Bridge Interchange East Bank Freeway	For Week Ending	February 15, 1963
Highway	Pacific County Multnomah	Kind of work	Structures, Bldg. Demo. & Drainage
Contractor	J.N. Conley & Hannan Bros., Co.	Section prefix	626-1060
Date of contract	April 14, 1961	Contract number	5888
Date work started	April 8, 1961	Specified work days	500
Project authorization	$ 2,858,440.50	Work days used	337
Exclusive of engineering	$ 2,655,173.62	Per cent of time elapsed	67.4 %

Estimated cost of completed project, exclusive of engineering . . . $ 2,655,173.62

Estimated per cent overrun or underrun . . . SEE BRIDGE DEPARTMENT %

Per cent of contract completed, based on estimated cost . . . SEE BRIDGE DEPARTMENT %

Engineering authorization . . . . $ 203,266.88

Grading Engineering cost to date $ 5,048.03, 2.5 %

Date project was completed - , 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
0	100	0	See Bridge Dept.	100	100	0

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished patching Water Ave.

This is the final Weekly Report on grading on this project.

LLOYD F. SHAW

NOTED

CONSTRUCTION DIVISION
RECEIVED
FEB 18 1963
NOTED ☐ ☑ ☑ ☐ ☑
CE ACE ACE COE

B

Signed James Don
James Don, Resident Engineer

Address Portland 13, Oregon

cc: Ed Hardt
Bureau of Public Roads

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.62			Asph. Conc. 0.62
Miles partially completed		0			0
Miles completed		0.62			0.62
Total estimated quantities (contract)		1,330 CY			380 T
Total quantities corrected to date		1,433 CY			377 T
Estimated quantities moved or placed to date		1,433 CY			377 T
Average daily quantities		0			0
Average daily quantities necessary to complete project on time		0			0
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		3			

Men	2
Supervision	1
Men and trucks under 3 tons	0
Men and trucks over 3 tons	1
Men and tractors	0

Equipment used during week: Shovels 0, Power graders 0, Rollers ~~0~~ 1, Mixers 0, Crushing or screening plants 0

Compressors 0, Bulldozers 0, Compaction rollers 0, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	-	-	
Monday	Fair	0	
Tuesday	Fair	0	Legal Holiday
Wednesday	Showers	0	
Thursday	Cloudy	0	
Friday	Cloudy	0	
Saturday	-	-	

RECEIVED
JAN 25 1963

FOR FILING

I-5(10)301

521

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1963

SUBJECT: Morrison Bridge Interchange
Contract No. 5888

To:

Mr. Forrest Cooper
State Highway Engineer
OFFICE

J. N. Conley and Hamman Bros. Company, contractors on the above project, have completed all work on the project with the exception of some minor items that cannot, because of weather conditions affecting the work, be completed until good weather this coming Spring.

At the present time we are holding the usual 5% retained percentage on completed work of the contract or approximately $126,000. Contractor has requested the reduction in the retained percentage. Because the contractor is prevented from completing the job by conditions beyond his control, I propose to accede to his request, and reduce the retained percentage held to 3%. May I have your approval of this?

Ivan D. Merchant
Bridge Engineer

CAG/mm

APPROVED

Forrest Cooper

Forrest Cooper
State Highway Engineer

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
1962

5888

5821 N. E. Glisan St.
Portland 13, Oregon
July 27, 1962

Commissioner William A. Bowes
Commissioner of Public Works
City Hall
Portland, Oregon

Dear Commissioner Bowes:

This will acknowledge receipt of your letter of July 23, 1962 in which you advise us of damage to your pumping facilities in both the Alder and the Sullivan Pump Stations. The damage was apparently caused by construction firms or their subcontractors doing work ~~with~~ for the Oregon State Highway Department under contract.

The claim for damage to your Alder Pump Station should be directed to J. N. Conley and Hannan Bros., whose address is 4352 N. E. Royal Court, Portland 13, Oregon.

The claim for damage to your Sullivan Pump Station should be directed to the Hackenberg Construction Co., whose address is 11104 N. E. Holman Street, Portland [illegible], Oregon.

To expedite the payment, the damage claim should be filed directly with the contractor involved. Submitting your claim through this office can only add to the delay in processing your claim.

Your claim must be satisfied before final payment can be made to the contractor. In order that the final payment can be made with the least possible delay, it will be necessary that this office be informed as to 1. amount of the claim 2. date the claim has been satisfied.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By: Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
cc: G. S. Paxson
L. I. Lindas
Ivan Merchant
John Howard
Edward Hardt

RECEIVED
JUL 30 1962
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon
July 27, 1962

J. H. Conley and Hannan Bros.
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

Enclosed is a copy of inter-office correspondence from the City Engineer to Commissioner Bowes, Commissioner of Public Works, and also a copy of Commissioner Bowes' letter of transmittal to this office. The fourth paragraph of the inter-office correspondence outlines damage to the City's Alder Pumping Station.

The City of Portland is being advised that they should file their damage claim directly with you since the damage was apparently the result of sandblasting by your subcontractor or by your own construction forces.

Very truly yours,

Lloyd [illegible] Shaw
Metropolitan Engineer

By:

Alfred A. Roar
Alfred A. Roar
Assistant Metropolitan Engineer

AAR/bb
Encl.
cc: G. S. Paxson
Ivan Merchant
L. I. Lindas
Edward Hardt

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

July 27, 1952

Kuckenberg Construction Company
11104 N. E. Holman Street
Portland 20, Oregon

Gentlemen:

Enclosed is a copy of inter-office correspondence from the City Engineer to Commissioner Bowes, Commissioner of Public Works, and also a copy of Commissioner Bowes' letter of transmittal to this office. The third paragraph of the inter-office correspondence briefly outlines damage to the City's Sullivan Pumping Station.

The City of Portland is being advised that they should file their damage claim directly with you since the damage was apparently the result of sandblasting and painting by your subcontractor.

Very truly yours,

Lloyd [illegible]. Shaw
Metropolitan Engineer

By: Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
Encl.
cc: C. S. Paxson
Ivan Merchant
L. I. Lindas
John Howard

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
CHIEF OF OPERATIONS
L. H. ROSENTHAL
CITY ENGINEER

CITY OF PORTLAND
OREGON

1-25-62
cg

July 23, 1962

Mr. Lloyd Shaw
Metropolitan Engineer
Oregon State Highway Department
5821 NE Glisan Street
Portland, Oregon

Dear Sir:

Confirming Mr. Fowler's conversation with you concerning damage to Sewage Pumping Station resulting from construction of overpasses by State Highway Department contractors, transmitted herewith is copy of a report from the City Engineer concerning this subject matter.

Very truly yours,

Commissioner of Public Works

B:nkr
cc: City Engineer
F.T. Fowler
F.G. Kachelhoffer

METROPOLITAN ENGINEER
RECEIVED
JUL [illegible] 1962
Notes

Copy to Howard
Hewitt
7-25-62
dg

CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)

From Office of City Engineer

To Public Works

Addressed to Wm. A. Bowes, Commissioner

Subject Damage to Sewage Pumping Stations.

July 18, 1962

Dear Sir:

I recommend that the following damage report be submitted to Mr. Fowler, Highway Coordinator, for necessary action. ok/13

A recent inspection of the City's Sullivan Sewage Pumping Station, located at 211 N. E. Everett Street and the Alder Sewage Pumping Station located at 56 S. E. Alder Street, disclosed damage to these stations resulting from construction of overpasses by the State's contractors.

Considerable sand has accumulated on the roof of the Sullivan Station due to sandblasting of the overpass steel beams and stringers adjacent to the station. The exterior walls are covered with red paint as a result of spray painting the overpass metal. A light fixture on the northerly side of the station is broken and is hanging from its mounting.

At the Alder Pumping Station a contractor pulled equipment and material across the property resulting in the destruction of retaining walls, lawn and irrigation piping. Our station operators report that they were not notified in advance of sandblasting operations and, as a consequence, abrasive material was drawn into the station through the suction fans.

When the State's contractors have finished their work near these stations, we will make a final inspection to assess the damage.

This damage claim is submitted at this time so that the State will have sufficient time in which to negotiate a settlement with their contractors before consummation of contracts.

Yours very truly,

L. H. ROSENTHAL, P.E.
City Engineer

METROPOLITAN ENGINEER
RECEIVED
JUL 24 1962
Noted ☐ ☐ ☐ ☐ ☐

srw
OFS:gl
cc: F. G. Kachelhoffer,
Treatment Plant

Contract 5888

Form Approved; Budget Bureau No. 41-R2089

State

MONTHLY TRANSACTION NO. RECEIVED 1962	FORM -2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	E **Oregon**
PROJECT REPORT NO. FOR FILING I-5-6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY **Multnomah**
		PROJECT NO. **I-5-6(24)302**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

5888

PROJECT TERMINI

US 99, Morrison St. Br. Interchange

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	3-20-61	0.00
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,778,639.00	$ 2,556,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F. F. Foster

ASSISTANT **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~XX~~ A. W. Parsons
(Division Engineer)

L. R. Backlund

By: L. R. Backlund,
Administrative Manager

Date executed by Division Engineer July 18, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

July 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Morrison Bridge Interchange, Project No. I-5-6(24)302.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:rn

July 5, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Morrison Bridge Interchange, Project No. I-5-6(24)302.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

Oregon State Highway Department

Federal Aid
Project No. I-5-6(24)302

MORRISON BRIDGE INTERCHANGE ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 5, 1962

Type Code X731
Morrison Bridge Interchange (Sta. 425+00)(Contract No. 5880)

Roadway

Demolition and Removal	All	Required		$ 37,000.00
Drainage Excavation, Unclassified	960	cu.yds.	2.50	2,400.00
Sewer Pipe	3,160	lin.ft.	1.65	5,214.00
Extra for Pipe Under Pavement	300	lin.ft.	2.00	600.00
Concrete Inlets	62	only	110.00	6,820.00
Concrete Manholes	2	only	200.00	400.00
Concrete in curbs and walks	100	cu.yds.	50.00	5,000.00
Type 2 Barricade	900	lin.ft.	4.00	3,600.00
Coarse Crushed Material in Base	1,200	cu.yds.	3.50	4,200.00
3/4" - 0 Material in Base	130	cu.yds.	4.00	520.00
Class "B" Asphaltic Concrete	380	tons	8.00	3,040.00
				$ 68,794.00

Structures

Removal of Structures	All	Required		$ 31,164.00
Remodel Existing Structures	All	Required		6,384.00
Shoring, Cribbing, etc.	All	Required		19,400.00
Structural Excavation	3,000	cu.yds.	3.00	9,000.00
Structural Excavation Below Elevation Shown	100	cu.yds.	5.00	500.00
Furnish 10" BP 42# Steel Piling	103,715	lin.ft.	3.60	373,374.00
Drive Steel Piles	868	only	78.00	67,704.00
Splice Steel Piles	200	only	25.00	5,000.00
Class "A" Concrete (9,750 cu.yds.)	All	Required		593,568.00
Metal Reinforcement (1,642,000 lbs.)	All	Required		209,361.00
Structural Steel (4,985,000 lbs.)	All	Required		1,018,230.00
Metal Parapet Railing	9,710	lin.ft.	4.00	38,840.00
Special Handrail	1,550	lin.ft.	2.00	3,100.00
8-Inch Standard Steel Pipe	3,000	lin.ft.	10.00	30,000.00
8-Inch Metal Drain Pipe	30	lin.ft.	3.00	90.00
Relocate Electric Power Service	All	Required		13,000.00
				$2,418,715.00

Signing

Metal Sign Supports	All Required		$ 17,700.00
3/4" Metal Conduit	350 lin.ft.	0.70	245.00
1" Metal Conduit	600 lin.ft.	1.37	822.00
1¼" Metal Conduit	7,500 lin.ft.	1.20	9,000.00
Revision of Lights and Beacons	All Required		4,560.00
			$ 32,327.00

Flagging (57½% of Contractor's Costs)	All Required	$ 500.00
Horizontal Manholes	All Required	3,000.00
R.R. Clearance Signs	All Required	1,000.00
		$ 4,500.00

Railroad Work

Work by Southern Pacific Co.	All Required	$ 1,700.00
	Subtotal	$2526,036.00
	10% Engr. & Cont.	252,603.00
	Total	$2,778,639.00

Length of Structure- - - - - - - - - - - -0.000 miles

Federal Funds- -	$2,556,000.00
State Funds- -	222,639.00
	$2,778,639.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

MORRISON BRIDGE INTERCHANGE

PROJECT NO. I-5-6(24)302

Estimated Cost of Work by Southern Pacific Company

Signal Work	$ 1,175.00
Equipment	41.00
Freight	25.00
Material Handling	18.00
Vacation, Holiday, Health and Welfare, etc. (30%)	352.00
Contingencies (10%)	117.00
	$ 1,728.00
Use	$ 1,700.00

Federal Aid
Oregon State Highway Department — Project No. I-5-6(24)302

MORRISON BRIDGE INTERCHANGE ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 15, 1961

Type Code X731
Morrison Bridge Interchange (Sta. 425+00)

Roadway

Demolition and Removal	All	Required	$	$ 40,000.00
Drainage Excavation, Unclassified	960	cu.yds.	3.00	2,880.00
Sewer Pipe	3,160	lin.ft.	3.00	9,480.00
Extra for Pipe Under Pavement	300	lin.ft.	3.00	900.00
Concrete Inlets	62	only	90.00	5,580.00
Concrete Manholes	2	only	275.00	550.00
Concrete in Curbs and Walks	100	cu.yds.	40.00	4,000.00
Type 2 Barricade	900	lin.ft.	4.50	4,050.00
Coarse Crushed Material in Base	1,200	cu.yds.	3.50	4,200.00
3/4" - 0 Material in Base	130	cu.yds.	4.00	520.00
Class "B" Asphaltic Concrete	380	tons	7.50	2,850.00
				$ 75,010.00

Structures

Removal of Structures	All	Required	$	$ 80,000.00
Remodel Existing Structures	All	Required		40,000.00
Shoring, Cribbing, Etc.	All	Required		20,000.00
Structural Excavation	3,000	cu.yds.	6.00	18,000.00
Structural Excavation Below Elevation Shown	100	cu.yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	103,715	lin.ft.	4.00	414,860.00
Drive Steel Piles	868	only	100.00	86,800.00
Splice Steel Piles	200	only	40.00	8,000.00
Class "A" Concrete (9,750 cu.yds. at $65.00)	All	Required		633,750.00
Metal Reinforcement (1,642,000 lbs. at $0.13)	All	Required		213,460.00
Structural Steel (5,100,000 lbs. at $0.24)	All	Required		1,224,000.00
Metal Parapet Railing	10,550	lin.ft.	6.00	63,300.00
Special Handrail	1,550	lin.ft.	4.00	6,200.00
8-inch Standard Steel Pipe	3,000	lin.ft.	14.00	42,000.00
8-inch Metal Drain Pipe	30	lin.ft.	4.00	120.00
				$2,851,490.00

Signing

Metal Sign Supports	All Required	$	$ 13,840.00
Wood Sign Posts	All Required		150.00
Type "A" Signs in Place	1,264 sq.ft.	7.95	10,048.80
Type "D" and "R" Signs in Place	108 sq.ft.	4.25	459.00
Type "E" and "M" Signs in Place	50 sq.ft.	4.90	245.00
Sign Covers	All Required		300.00
3/4" Metal Conduit	350 lin.ft.	0.75	262.50
1" Metal Conduit	285 lin.ft.	1.00	285.00
1-1/4" Metal Conduit	7,500 lin.ft.	1.50	11,250.00
Revision of Lights and Beacons	All Required		4,000.00
			$ 40,840.30
Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
Horizontal Manholes	All Required		3,000.00
R.R. Clearance Signs	All Required		1,000.00
			$ 4,500.00

Railroad Work

Work by Portland Traction R.R.	All Required	$ 1,500.00
Work by Southern Pacific Co.	All Required	13,500.00
Work by Western Union Co.	All Required	1,500.00
		$ 16,500.00
	Subtotal	$2,988,340.30
	10% Engr. & Cont.	298,833.70
	Total	$3,287,174.00

Length of Structure - - - - - - - - - - - 0.000 Mile

Federal Funds -	$3,024,000.00
State Funds -	263,174.00
	$3,287,174.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(24)302

MORRISON BRIDGE INTERCHANGE ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 3, 1961

Type Code X731
Morrison Bridge Interchange (Sta. 425+00)

Roadway

Demolition and Removal	All	Required		$ 40,000.00
Drainage Excavation, Unclassified	960	cu.yds.	$ 3.00	2,880.00
Sewer Pipe	3,160	lin.ft.	3.00	9,480.00
Extra for Pipe Under Pavement	300	lin.ft.	3.00	900.00
Concrete Inlets	62	only	90.00	5,580.00
Concrete Manholes	2	only	275.00	550.00
Concrete in Curbs and Walks	100	cu.yds.	40.00	4,000.00
Type 2 Barricade	900	lin.ft.	4.50	4,050.00
Coarse Crushed Material in Base	1,200	cu.yds.	3.50	4,200.00
3/4" - 0 Material in Base	130	cu.yds.	4.00	520.00
Class "B" Asphaltic Concrete	380	tons	7.50	2,850.00
				$ 75,010.00

Structures

Removal of Structures	All	Required		$ 80,000.00
Remodel Existing Structures	All	Required		40,000.00
Shoring, Cribbing, Etc.	All	Required		20,000.00
Structural Excavation	3,000	cu.yds.	$ 6.00	18,000.00
Structural Excavation Below Elevation Shown	100	cu.yds	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	103,715	lin.ft.	4.00	414,860.00
Drive Steel Piles	868	only	100.00	86,800.00
Splice Steel Piles	200	only	40.00	8,000.00
Class "A" Concrete (9,750 cu.yds at $65.00)	All	Required		633,750.00
Metal Reinforcement (1,642,000 lbs. at $0.13)	All	Required		213,460.00
Structural Steel (4,985,000 lbs. at $0.24)	All	Required		1,196,400.00
Metal Parapet Railing	9,710	lin.ft.	6.00	58,260.00
Special Handrail	1,550	lin.ft.	4.00	6,200.00

8-inch Standard Steel Pipe	3,000 lin.ft.	$ 14.00	$ 42,000.00
8-inch Metal Drain Pipe	30 lin.ft.	4.00	120.00
Relocate Electric Power Service	All Required		14,000.00
			$2,832,850.00

Signing

Metal Sign Supports	All Required		$ 13,840.00
3/4" Metal Conduit	350 lin.ft.	0.75	262.50
1" Metal Conduit	600 lin.ft.	1.00	600.00
1-1/4" Metal Conduit	7,500 lin.ft.	1.50	11,250.00
Revision of Lights and Beacons	All Required		4,000.00
			$ 29,952.50

Flagging (57½% of Contractor's Cost)	All Required	$ 500.00
Horizontal Manholes	All Required	3,000.00
RR Clearance Signs	All Required	1,000.00
		$ 4,500.00

Railroad Work

Work by Portland Traction RR	All Required	$ 1,500.00
Work by Southern Pacific Co.	All Required	13,500.00
Work by Western Union Co.	All Required	1,500.00
		$ 16,500.00
	Subtotal	2,958,812.50
	10% Engr. & Cont.	295,880.50
	Total	$3,254,693.00

Length of Structure - - - - - - - - - - - 0.000 Mile

Federal Funds -	$2,990,000.00
State Funds -	264,693.00
	$3,254,693.00

RECEIVED
JUL 19 1962
FOR FILING

I-5-6(17)

5 Div

477 Cottage Street, N.E.
Salem, Oregon

July 16, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. H. Parsons, Division Engineer
UB-35.7 Salem, Oregon

Oregon Project I-5-6(17)301
Minnesota Freeway
Parcels 30058 (L-3971)
" 30051 (L-3933)

Chief Counsel L. I. Lindas' letter, dated July 6, 1962, requested our advanced review of a proposed right-of-way settlement of $26,625.00 on the above mentioned parcel. This case was previously presented for our advanced approval at which time we requested additional information concerning disposition of a large advertising sign and verification by Fee Appraiser L. Draper of sales data used to support his value estimate. Mr. Lindas' letter has provided information as to the disposition of the sign. However, there was no indication that Mr. Draper had verified the sales data.

Review of the case indicates there is no reason why Federal participation can not be recommended in a $26,625.00 settlement assuming of course that Mr. Draper's valuation is not changed upon verification of the sales prices.

Original To Lindas
7-18-62

NOTED
R. L. PORTER

NOTED

RECEIVED
JUN 19 1962
FOR FILING
I-5-6(17)301
[illegible]

477 Cottage Street, N.E.
Salem, Oregon

June 13, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec, Assistant Division Engineer
08-35.7 Salem, Oregon

Oregon Project I-5-6(17)301
Minnesota Freeway
Parcels 32941 and 32942 (L-4024)

Please refer to Chief Counsel L. Lindas' letter of June 4, 1962 requesting our advanced review of a proposed settlement of $67,000. It is our understanding that the property involved includes parcel 32942 which contains 13,500 square feet and is improved with three residences; parcel 32941 which contains 23,963 square feet and is improved with a one story building and $6,497 of trade fixtures as indicated in Assistant Counsel Geo. Rohde's memorandum of November 7, 1961.

This office will recommend Federal participation in a negotiated settlement up to $67,000.

orig. to Mr Wright 6-14-62

NOTED
G. S. PA[illegible]

NOTED
R. L. PORTER

Porter

RECEIVED
FORM E-122

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

May 23, 1962

5177 —

Multnomah County Road Dept.
2115 S. E. Morrison St.
Portland, Oregon

Re: Morrison Bridge Interchange
Br. No. 8589, Contract 5888
Prefix: 626-1060

Attn: Mr. Kalinosky

Gentlemen:

For construction of the East Bank to Morrison Bridge off-ramp structure, it will be necessary to remove a portion of the north Morrison Bridge sidewalk and replace it on the new ramp alignment. To accomplish this, pedestrian use of this sidewalk will have to be prohibited for a period of about three months.

This is to inform you that effective May 23, 1962, the above mentioned sidewalk will be closed. An alternate route utilizing the south Morrison Bridge sidewalk will be available and suitable signing advising pedestrians has been approved by the City of Portland, Traffic Division, and will be in place at the time of the closure.

We trust this meets with your approval.

Yours truly,

EDWARD L. HARDT
Resident Bridge Engineer

ELH/jc

cc: Mr. G. S. Paxson
Mr. Ivan D. Merchant
Mr. Lloyd P. Shaw

NOTED
G. S. PAXSON

RECEIVED
MAY 23 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED 1962
FOR FIL

FORM CD-121
(9-22-59)

UNITED STATES OVERNMENT

Memorandum

U.S. PARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

I-5-6(17)

DATE: May 7, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
0835.7 Salem, Oregon

By: T. Dec
T. Dec, Acting Division Engineer

SUBJECT: Oregon Project I-5-6(17)301 - Minnesota Freeway
(Parcels 30058 L-3971 and Parcel 30051 L-3933)

Please refer to Chief Counsel L. Lindas' letter dated May 2, 1962, concerning Federal participation in a proposed right of way settlement on the above mentioned parcels in the amount of $27,500.00. Before we can advise you of our recommendation, there are several unanswered questions which must be resolved.

(1) Included in the proposed settlement is an item of $1,750.00 for two signboards on Parcel 30058. These signboards appear to be the property of Casey & Stone rather than the Meyer Foundation. The signs have been removed from the property as indicated in your records. If these signs were removed by Casey & Stone or are their property, it would not appear proper to include them in the settlement with the Meyer Foundation.

(2) The proposed settlement on Parcel 30051 is based on Mr. L. D. Draper's appraisal of $15,900.00 dated May 22, 1961. The sales data used to support his before value appears to have been confirmed by examining the Warranty Deeds and counting the Internal Revenue Stamps. Such a practice can not definitely be relied upon as an indication of the sales price, nor does it indicate if the sale represents market value. Please have Mr. Draper verify his sales data on this appraisal and all future appraisals involving Federal-aid.

Mr. Draper also indicates that Commercially zoned property is "worth $1.50 per square foot" but does not include sales data to support his statement. Such information should be included in his appraisal report.

Copies To
[illegible]
5-9-62

Please resolve the above items and advise us so that we may determine the amount that we will recommend for Federal-aid participation.

RECEIVED
MAY 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

FOR FILING

DATE: February 7, 1962

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Ivan Merchant, State Bridge Engineer

5888 Polk

FROM : C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

SUBJECT: Use of State-furnished Piling, Banfield Interchange - I-5-6(32)303

With reference to our memorandum to you dated January 22, 1962, we now understand the surplus steel piling to be furnished the contractor on the subject project includes 8,292 linear feet from the Morrison Interchange project, I-5-6(24)302.

So that the cost of this considerable amount of material can be charged against the project on which it is to be used, your records should be adjusted to reflect this transfer of material. We suggest the cost of this material be included in a revised P. S. & E. estimate for the Banfield project. Our participation in the cost of this 8,292' of piling will be under the forthcoming Banfield project; however, it will be on the basis of the Morrison project contract bid price of $3.60 per linear foot.

FEB
OFFICE OF
STATE HI

NOTED
P. M. STEPHENSON

FORM E-30 60M 9-61 94397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
February 28, 1962

SUBJECT: Pile Cutoffs
Morrison Bridge Interchange
Contract: 5888
Prefix: 626-1060

To: Mr. G. S. Paxson
Deputy State Highway Engineer
State Highway Building
Salem, Oregon

I am forwarding a report of the status of pile cutoffs in accordance with your February 8th telephone request to Mr. Bruce Boyd of this office. This letter is self-explanatory, and I trust will furnish you the information you need.

The procedure for handling the credit of piling to the Morrison Interchange project and the corresponding charge against the Banfield Interchange project will be handled through the Bridge Division.

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/dg
Encl.
cc: Ivan Merchant
Ed Hardt

REFERRED TO
Mr Stephenson
BY DEPUTY STATE HIGHWAY ENGINEER
Please handle

RECEIVED
MAR 1 1962
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 80M 8-61 36881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 27, 1962

SUBJECT: Morrison Bridge Interchange
Contract 5888 Prefix 626-1060
Bridge No. 8589

To: Mr. Lloyd P. Shaw
Metropolitan Engineer
Oregon State Highway Department
Portland, Oregon

I have been asked to report on a statement that "some of the pile cutoffs from the Morrison Interchange have been showing up off the job site". This request was later qualified to include only those lengths from three to ten feet long since I believe it is recognized that it is quite difficult to keep control of these shorter sections due to their ease of portability.

These cutoffs are at the present time stored on the job site in several piles. Due to the manner in which they are piled, that is, in random heaps, it is virtually impossible to arrive at an exact figure for the number of lineal feet on hand. A count of the number of pieces from three to ten feet in length on hand has been made however and comparing this to the pile cutoff records indicates a difference of about 100 pieces. It may be possible that some of the stockpiled pieces have been overlooked or that there are more pieces in some of the heaps than is apparent; this is not likely but possible. Undoubtedly there have been many pieces lost due to theft by person or persons unknown. This is not unexpected due to the large number of men employed on the project and the ease of access to the storage areas.

When this subject was first brought up Mr. Merchant asked me to see that the contractor on this project cooperate to the end that this pilferage be stopped. I immediatly broached this subject with the project superintendent who said he would do what he could but he indicated that it was his thought that once the pile cutoffs were stockpiled in accessible locations his responsibility ended and they became the State's property. I tend to agree with him.

We have stenciled the legend "Property of O.S.H.D." on all the cutoffs to try to discourage theft and a request has been made of Mr. Cotton, Bridge Maintenance Superintendent, to haul them to a State owned storage yard.

When Mr. David Goldstein, auditor for the U.S.B.P.R., interviewed me last week on procedures and records, the subject of piling stored on this job came up. He said there apparently was a misunderstanding as to the Bureau's interest; they had no interest whatsoever in what he termed "scrap", that is, the pieces which we determined were too short for economical splicing. He did say however that he had been instructed by his Division Engineer to see that a transfer of charges was made crediting the Morrison job and charging the Banfield Interchange job for usable piles sent there. He suggested that I initiate the paperwork for such a transfer. Therefore, I would like to have some instruction as to the mechanics of this transfer. I assume a State Force Order would be required.

Edward L. Hardt

Edward L. Hardt
Resident Bridge Eng'r.

METROPOLITAN ENGINEER
RECEIVED
FEB 2 [illegible]
Noted ☐ ME ☐ AME ☐ ☐ ☒ [illegible]

RECEIVED
NOV 22 1961
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

November 17, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

Oregon Project I-5-6(17)301
Minnesota Freeway
Parcels 29729 & 32204 (L-3780 & L-3781)

Attached is a copy of our September 28, 1961 letter which indicates that a proposed settlement of $255,000.00 substantially exceeded the Review Appraisals of $230,400.00. In addition we requested additional appraisal data. A stipulated final judgment is dated October 5, 1961 in the amount of $255,000.00. Revised appraisals and review appraisals are dated after the final settlement. Federal-aid requirements are that appraisals and reviews be completed before settlement. Under these circumstances we will recommend Federal participation on the basis of $230,400.00. Federal participation beyond this amount must be fully supported by the State in accordance with Paragraph 5j(13) of PPM 21-4.1 dated December 30, 1961.

Attachment

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FOR FILING
I-5-6(17)3.4
5944

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
677 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 8, 1961

FROM : C. G. Polk, Division Engineer
08-25.7 Salem, Oregon

By: ME Martin
M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project I-5-6(17)304
Minnesota Freeway - Parcel 20640 (L-2060)

Please refer to Assistant Counsel George Rohde's letter, dated November 3, 1961 requesting our concurrence in a proposed settlement of $85,000.00. This is to advise that we will recommend full Federal participation in the proposed settlement.

Lindsay
Porter

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1961
FORM E-80X—50M—6-61
FOR FILING
5444

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1961

SUBJECT: Complaint of Alva L. Brandt
Morrison Bridge Interchange
East Bank Freeway
Contract No. 5888

To:

Mr. L. Lindas
Chief Counsel
OFFICE

Attached are two letters from Mr. Ed Hardt, Resident Bridge Engineer on this project, relative to the complaint of Mr. Brandt. The situation is the result of a misunderstanding between Mr. Brandt and his attorney, Mr. Humphreys.

Mr. Brandt wanted to use the area under the structure, which is adjacent to his service station, as a parking area. Mr. Humphreys thought that our construction was taking place on property leased by Mr. Brandt, when actually we were on property we have acquired but upon which Mr. Brandt wanted parking rights after we complete construction.

We presume this will close this file, unless Mr. Brandt wishes to make formal application for use of the area for parking.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

CHB:fp

Enc.

cc Forrest Cooper ✓

NOTED

RECEIVED
1961
STATE HIGHWAY ENGINEER

FORM E 30

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon

September 28, 1961

SUBJECT: Complaint Alva L. Brandt
830 S. E. Water Avenue
Portland, Oregon
Contract: 5888
Prefix: 626-1060
Bridge No: 8589

To: Mr. Tom Edwards
Construction Engineer
State Highway Building
Salem, Oregon

Attention: F. B. Klaboe

Enclosed are copies of two letters written by our resident engineer, Edward Hardt, as a result of his investigation of the complaint forwarded to this office by your letter of September 22, 1961. These letters are self-explanatory.

Apparently, Mr. Brandt's complaint is unfounded and is the result of a misunderstanding between him and his attorney, Mr. Humphreys. I have attempted to contact Mr. Humphreys to discuss this matter and have been informed that he will be out of his office until October 2, 1961. I will contact him at my earliest opportunity and discuss this complaint with him.

Alfred A. Rear

Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
Encl.
cc: Ivan Merchant
Edward Hardt

CONSTRUCTION DIVISION
RECEIVED
SEP 29 1961
NOTED.. ☐ ☑ ☐ ☐ ☐
CE ACE ACE COE

REFERRED TO
Klaboe
By Ass't Construction Engineer

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 28, 1961

SUBJECT: Metro Assignment No. [illegible]
Morrison Bridge Interchange
Contract 588[illegible] [illegible]

To Mr. Lloyd P. Shaw
Metropolitan Engineer
Oregon State Highway Dept.
Portland, Oregon

In addition to my remarks made on this assignment on September [illegible], the following comments also apply.

On September 27 Mr. Ralph Hannan of Hannan Brothers and I interviewed Mr. Brandt at his station. I let him read the letter that his attorney had written to the Highway Dept. He stated that what his attorney had written was not what he had intended at all. His intention was to inquire as to the possibility of acquiring the parking rights to the area in the vicinity of his station over which the ramps will pass with the idea of operating a shuttle service across the river.

I asked Mr. Brandt if he was unhappy about the way the contractor was going about his work in Mr. Brandt's vicinity and he said "no". I suggested that he have his attorney write another letter to Salem to explain the confusion involved in the first letter.

Edward L. Hardt
Resident Bridge Engr.

METROPOLITAN ENGINEER
RECEIVED

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 26, 1961

Metro Assignment No. 218M
SUBJECT: Morrison Bridge Interchange
Contract 5888 Prefix 626-1060

To Mr. Lloyd P. Shaw
Metropolitan Engineer
Oregon State Highway Dept.
Portland, Oregon

I have investigated the charges made by Mr. Brandt through his attorney and find the following:

The northwest corner of the block in which Mr. Brandt's station is located which is shown on the contract plans as within our right-of-way limits contains foundations for one of the proposed ramps. In the natural course of construction this area has been disturbed. Apparently, from the tone of the complaint, Mr. Brandt feels he still has rights to this triangle of property.

At no time has there been any excavation made, spoil piled or equipment moved on the area where Mr. Brandt's station is located. For several weeks part of one steel foundation pile has lain across the property line infringing on his property about four feet at the maximum. This has now been moved. This object has had no material effect on Mr. Brandt's business operation or the access to his property. With the exception of short intervals of time during which construction equipment was being moved on Water Avenue there has been no blocking of the station's driveways.

There has been no protest, either written or verbal, made by Mr. Brandt to either the contractor, [illegible] Conley and [illegible] Co., or State personnel.

If any more information is required please advise.

METROPOLITAN [illegible]
OFFICE [illegible]

Mr. Cooper

FORM E-122-K 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 21, 1961

Mr. Lester W. Humphreys
Attorney at Law
1985 S. W. 6th Avenue
Portland 1, Oregon

Re: Complaint- Alva L. Brandt
830 S. E. Water Street
Portland, Oregon

Dear Les:

This is to acknowledge your letter of September 20th, relative to Mr. Brandt's complaint. Please be assured that I will refer this to the proper department for their investigation and report and will ask that they get in touch with you as soon as they have made the same.

Kindest regards,

L. I. LINDAS
Chief Counsel

LIL:dc
cc: Forrest Cooper

PLEASE RETURN TO
FORREST COOPER

FORM E-30 50M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

September 21, 1961
Salem, Oregon

SUBJECT: Complaint - Alva L. Brandt
830 S. E. Water Street
Portland, Oregon

To: Mr. Forrest Cooper
Deputy Highway Engineer

OFFICE

CONSTRUCTION DIVISION
RECEIVED
SEP 22 1961
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

I forward you herewith a copy of a letter received from Les Humphreys relative to Mr. Brandt's complaint, which letter is self-explanatory. It would appear that we ought to investigate this matter to see whether or not our contractors are encroaching upon property belonging to Mr. Brandt.

I told Mr. Humphreys in my letter to him that I would have someone from this department get in touch with him, but if you think I should be the one to do that, then let me know the result of the investigation.

L Lindas
L. I. LINDAS
Chief Counsel

LIL:dc
Attachments

REFERRED TO
Ed
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
SEP 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Klatal
By Ass't. Construction Engineer

LESTER W. HUMPHREYS
ATTORNEY AT LAW
[illegible] S. W. 6TH AVENUE
PORTLAND 1, OREGON
CAPITOL 2-[illegible]

September 20, 1961.

Mr. Leonard I. Lindas,
Chief Counsel,
State Highway Commission,
State Highway Building,
Salem, Oregon.

Dear Leonard:

I represent Mr. Alva L. Brandt who operates Al's Shell Service, located at 830 S. E. Water Street, Portland.

Mr. Brandt has complained to me that the Highway Commission, or the contractor on behalf of the Highway Commission relative to the construction of the East Bank Freeway has gone onto his property which he is leasing and upon which he is operating his service station; has dug holes into the paved area; has piled dirt onto his property, and has dumped small piles of concrete on the various portions of the paved area of his property.

He also complains that he has been blocked off due to construction on S. E. Water Street so that it was impossible for him to use either driveway on S. E. Water, leaving only the driveway on the side street by which his customers could get into his property.

He further informs me that during the last two or three weeks, and in connection with the construction of East Bank Freeway, the Highway Commission or the contractor has used his property and driveway over which to move tractors, diggers, trucks and other pieces of construction equipment, all to the detriment of his customers,

He has protested this use, dumping of materials on his leased property, blocking off his driveway areas and other matters above mentioned, all to no avail.

I am making no specific charges, demands or claims in this matter but do believe that some relief should be afforded Mr. Brandt and he should be in some manner or other compensated for the inconvenience of loss of use of his property, a fair value for the use of his property, and given some indication as to how long this use and abuse is going to continue.

I would appreciate it if you would refer this to the proper department and have whoever is responsible for this contact me at his earliest convenience in order to bring this matter to an early conclusion. Your cooperation in this matter will be greatly appreciated.

Very truly yours,

Lester W Humphreys
LESTER W. HUMPHREYS

LWH/pdp

RECEIVED
SEP 29 1961
FOR FILING
[illegible]

477 Cottage Street, N.E.
Salem, Oregon

September 28, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

Oregon Project I-5-6(17)301
Minnesota Freeway
Parcels 29729 and 32204

It is our understanding that your Right-of-Way Department is considering a settlement of $255,000.00 on the above mentioned parcels. The proposed settlement is substantially above the original review appraisals which totaled $230,400.00. The records indicate that fee appraiser Elmer Kolberg has recently raised his value estimate by the cost approach on Parcel 29729 in the amount of $13,500.00. This represents the depreciated amount of increased construction costs of apartment buildings in the last several years. While such data may be given consideration it certainly is not the prime element in valuing an older apartment property. Under the circumstances we require that Mr. Kolberg support his increased value estimate with market data and supported income data.

It is our understanding that the other fee appraiser, Mr. N. Plummer, has retired and has indicated he will not review his original appraisal which is about two years old. If Mr. Plummer takes this position it will be necessary that we require a new appraisal of the property in accordance with Paragraph 5h of PPM 21-4.1, dated December 30, 1960.

Wright
Porter

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5888

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1961

SUBJECT: Complaint Alva L. Brandt
830 S. E. Water Street
Portland, Oregon

To:

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Enclosed find copies of correspondence relating to a complaint from Mr. Brandt that the contractor (Houck, I assume) has trespassed upon his property, and that the State has blocked his entrances.

Please make suitable investigation and then contact Mr. Lester W. Humphreys in an effort to straighten out the difficulty.

Please also forward a report concerning the matter prior to September 29, 1961.

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper
L. I. Lindas

RECEIVED
SEP 25 1961
OFFICE OF
STATE HIGHWAY ENGINEER

PLEASE RETURN TO
FORREST COOPER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 21, [illegible]
Salem, Oregon

SUBJECT: Complaint of [illegible] Brandt
[illegible]
Portland, Oregon

To: Mr. Forrest Cooper
Deputy Highway Engineer

OFFICE

I forward you herewith a copy of a letter received from Les Humphreys relative to Mr. Brandt's complaint, which letter is self-explanatory. It would appear that we ought to investigate this matter to see whether or not our contractors are encroaching upon property belonging to Mr. Brandt.

I told Mr. Humphreys in my letter to him that I would have someone from this department get in touch with him, but if you think I should be the one to do that, then let me know the result of the investigation.

L. I. LINDAS
Chief Counsel

LIL:dc
Attachments

Edw

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STATE OF OREGON
STATE HIGHWAY DEP

Portland, Oregon
June 21, 1961

City Licensing as it affects
Our Construction
Contract 5888 Prefix: 626-1060
Morrison Bridge Interchange

Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

The City of Portland has enforced a regulation which is new to me and, as far as I have been able to learn, is being used for the first time in regard to work done by a State or County agency. Under their building code they have a system of rental of street areas which for safety reasons or construction reasons are barricaded. The rental is based on one cent per square foot per week. One case in point is on the subject contract and involves demolition of a warehouse at 56 S. E. Belmont. This is a large brick building, 100 x 200 in dimension, and the contractor was required by the Accident Commission to barricade fifteen feet out from the face of the building. On the basis of this distance the contractor would be charged approximately $45 per week for the use of this street area.

I feel that this charge should not be made and have taken up the matter with Commissioner Bowes and Commissioner Earl and the City Building Division. This conversation, while causing some little stir at the City Hall, did not bear fruit immediately if at all, as indicated by the enclosed copy of a letter from the City of Portland to Western Wrecking Company, the subcontractor on the contract.

I feel that our State-City agreement should eliminate charges of this sort. If it is impossible to completely eliminate these charges at least they should be eliminated insofar as areas to be reconstructed and turned back to the City are concerned.

In the case cited above, at 56 S. E. Belmont, our contract requires removal and replacement of sidewalk and curb--all of which area is included in the rental demanded by the City.

Another City licensing which I believe should be discouraged is that of requiring building permits for removal of buildings on

NOTED
J. B. BOYD

Approved..
....
Asst. State Hwy. Engr.

NOTED

highway projects. This has been quite rigidly enforced by the City Building Division, and their reason for so doing is to keep proper track of proceedings in the city in regard to building removal. I have no objection to licenses per se but can see no point to their making the full charge made to private individuals not involved in work which benefits the city directly. I have been informed by a member of the City staff, who had best at this time go unnamed, that when the bridge approaches were constructed--Morrison and Hawthorne--ordinances were set up which eliminated these charges from the contract. We have to this date been unable to completely substantiate this. However, I have obtained from the Kuckenberg Construction Company, who did work on the approaches to the bridges, the statement that they did not at any time in their work make any contribution to the City for the use of city streets. We are pursuing this and hope to come up with better information as soon as possible. In the meantime, will you please consider giving this some treatment in our coming State-City agreements on projects in this area.

Lloyd P. Shaw
Metropolitan Engineer

LPS/lh
Encl.
cc: John Graham
James Don
Ed Hardt

DEPARTMENT OF PUBLIC AFFAIRS

1851

CITY OF PORTLAND
OREGON

D. N. CHRISTIANSEN, DIRECTOR

BUILDING DIVISION
C. C. CRANK, ACTING CHIEF

ELECTRICAL DIVISION
JOE BRAY, CHIEF

PLUMBING DIVISION
GEORGE W. WALLACE, CHIEF

PERMIT DIVISION
ARTHUR SAMUELSON, CHIEF

June 16, 1961 Cnt #5888

Western Wrecking Company
10905 S. E. Division Street
Portland 16, Oregon

Re: Demolition of warehouse at
56 S. E. Belmont Street
Permit No. 389952

Gentlemen:

After a joint meeting of Commissioners Stanley W. Earl and Wm. A. Bowes; Mr. Alexander Brown, City Attorney; and representatives of the Bureau of Buildings, a decision was reached that street use permits, as well as building permits, for demolition are necessary as required by Article 44 of the Building Code, Ordinance No. 103415.

In order to comply with the provisions of this Article, it will be necessary for you to obtain a street use permit for the areas used without delay and provide the required protection as specified.

On June 12, 1961, you were notified by a building inspector to obtain the street use permit, but have failed to do so. Your prompt compliance is requested.

RECEIVED

COPY

Should you desire any exemption from these requirements, it will be necessary for you to apply to and secure the approval of the City Council.

Yours very truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

C. C. Crank

C. C. Crank
Acting Chief Building Inspector

CCC:DH
cc: Commissioner Earl
Commissioner Bowes
Alexander Brown, City Attorney
Mr. Lloyd P. Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 16, 1961

SUBJECT: Street Rental
Morrison Bridge Interchange
East Bank Freeway
Contract #5888
Prefix: 626-1060

To: Memo to the Files

The Kuckenberg Construction Company informed this office that they had thoroughly checked and that no fees for the rental of streets were paid to the City of Portland during the construction of the Morrison Bridge. She had checked with the resident engineer and their files, and it all points to the rental's having been waived.

Jay B. Boyd
Jay B. Boyd
Metropolitan Office Engineer

NOTED

JBB/lh
cc: Ed Hardt

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JUN 14 1961

FOR FILING

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3441

Salem, Oregon
June 14, 1951

Mr. Ivan D. Merchant

I am returning without approval Orders for State Force Work Nos. 1 and 3 on the Morrison Street Bridge Interchange, Contract No. 5888. This has been discussed with Mr. Maison, and it is our thought that the entire reimbursable cost to the railroads in connection with the project should be set up in one work order, and that flagman and watchman charges which are billed back against the contractor should be carried under this work order and appropriate dedutions made in the contractor's estimates.

I note that in our agreement with the Southern Pacific Company we show a total estimated reimbursable cost of $13,130. I do not find any estimate of total costs to the Portland Traction Company, although in their letter of April 26, 1961, they give the hourly rates of the flagmen they propose to use.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

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JUN 7 1961
FORM E-39X 50M 7-60 29396
FOR FILING

I-5-6(17)301
5999

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1961

SUBJECT: File No. 33331
Morrison Street Interchange O-Xing
Russell St.-Curry St. Section
Pacific Highway

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Attached hereto for your files is a fully executed copy of construction agreement with Southern Pacific Company relative to the above-titled matter.

Distribution of conformed copies has been made as indicated below.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
I. A. DeFrance
A. E. Johnson
J. W. Nash
H. B. Simpson
Earl Saling

RECEIVED
JUN 7 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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4-61 JUN 5 1961
FOR FILING
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2449

S-2786-B

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

IN REPLY PLEASE REFER TO

June 2, 1961

911700/323
0-PD-61-03

Mr. J. W. DeSouza
Assistant Counsel
State of Oregon
State Highway Department
Salem, Oregon

Dear Mr. DeSouza:

Please refer to your letter of April 21, File 33331, Morrison Street Interchange O-Xing, Russell St.-Curry St. Sec. Pacific Highway, with which you returned the construction agreement in connection with the Morrison Street Bridge Interchange.

The State's counterpart of that agreement, which has been fully executed and dated April 14, is returned herewith. Also in accordance with your request, we are enclosing ten additional copies of Portland Divn. Dwg. D-756, and a like number of copies of Exhibit B.

Yours truly,

HM Williamson

Enc.

cc: Mr. G. S. Paxson
Ass't. State Highway Engineer

NOTED
G. S. PAXSON

RECEIVED
JUN 5 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 5 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 29 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-6(17) 301
5888

May 29, 1961

~~Mr. J.~~ N. Conley, and
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5888, awarded April 14, 1961, for the Morrison Bridge Interchange on the East Bank Freeway Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FORM E-123-X 75M 1-60
MAY 11 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-6(17)301

[illegible]

May 11, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

J. N. Conley and Hannan Brothers Company started work on the Morrison Bridge Interchange Project on the Pacific Highway in Multnomah County, Contract #5888, FAP No. I-5-6(24)302, on May 8, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
MAY 8 1961
FOR FILING
I-5-6(17)301
5888

p

PROSPECT 7-1401

PROSPECT 4-6085

J. N. CONLEY & HANNAN BROS. CO.
JOINT VENTURE
8410 S. E. OTTY ROAD
P. O. Box 6755
PORTLAND 66, OREGON

May 5, 1961

files
#5888

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith are two copies of the contract fot the Morrison Bridge Interchange with the performance bond and signatures.

Yours very truly,
J.N. Conley & Hannan Bros. Co.

Henry Hannan
Henry Hannan, Partner

dc

RECEIVED
MAY 8 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 28 1961
FOR FILING

I-5-6(17)301

5444

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1961

SUBJECT: Morrison Bridge Interchange
East Bank Freeway
Multnomah County
Portland Traction Company

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Office

On March 3, 1961 I wrote to the Portland Traction Company relative to the above-titled matter. A copy of this letter was sent to you.

I now am in receipt of a reply from Portland Traction Company dated April 26, a duplicate copy of which is attached hereto.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ks
attach.

cc: Ivan Merchant

NOT

RECEIVED
APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

PORTLAND'S OWN RAILROAD

PORTLAND TRACTION COMPANY
(PORTLAND RAILROAD AND TERMINAL DIVISION)

CHARLES C BOWEN
President
E. E. VONDERAHE
Vice President
P. A. ADAMS
Asst. Gen'l Superintendent
FRED V. SCHLAF
Traffic Manager
H. C. STUDE
Auditor Freight Accounts
J. A. MEEKER
Road Master

1635 S. E. WATER AVENUE • Phone BElmont 5-6621
PORTLAND 14, OREGON

April 26, 1961

RECEIVED
[illegible]
LEGAL DEPT.

State of Oregon
State Highway Department
Salem, Oregon

Attention: J. W. De Souza,
Assistant Counsel

Gentlemen:

Re: Morrison Bridge Interchange

The construction of the (A) and (B) line overpass does not create any impaired clearance. The Portland Traction Company does not object to their construction as shown on Drawing No. 8589-D.

Very truly yours,

Charles C. Bowen

Charles C. Bowen,
President

CCB mm

RECEIVED
APR 28 1961
FOR

I-5-6(7)301

5448

P O R T L A N D ' S   O W N   R A I L R O A D

PORTLAND TRACTION COMPANY
(PORTLAND RAILROAD AND TERMINAL DIVISION)

CHARLES C. BOWEN
President
E. VONDERAHE
Vice President
F. A. ADAMS
Asst. Gen'l Superintendent
FRED V. SCHLAF
Traffic Manager
H. C. STUDE
Auditor Freight Accounts
J. A. MEEKER
Road Master

1635 S. E. WATER AVENUE • Phone BElmont 5-6621
PORTLAND 14, OREGON

April 26, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Gentlemen:

Re: Morrison Bridge Interchange

The construction of the (A) and (B) line overpass does not create any impaired clearance. The Portland Traction Company does not object to their construction as shown on Drawing No. 8589-D.

As you requested, the information as to the Railroad employes who may be required to provide protection to railroad facilities is as follows:

(A) Maximum No.	(B) Classification	(C) Base Pay Per Hour	(D) Headquarters
3	Pilot Conductors	$2.71	Portland
1	Yard Engine Foreman	2.71	Portland
2	Yard Engine Helpers	2.515	Portland
1	Section Foreman	2.51	Portland
2	Section Laborers	2.12	Portland
1	B & B Foreman	2.87	Portland
2	B & B Carpenters	2.56	Portland

To the direct labor cost will be added vacation allowance, holiday pay, health and welfare, railroad retirement and unemployment tax, public liability, and property damage. For estimated purposes only, these additives collectively may be considered as approximating 30% of direct labor cost.

Very truly yours,

Charles C Bowen

Charles C. Bowen,
President

CCB mm

Copy made for
Ivan Merchant

RECEIVED
APR 27 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-6(17)301
5 444

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 21, 1961

Mr. H. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Morrison

Re: File 33331
Morrison Street Interchange
O-Xing
Russell St.-Curry St. Sec.
Pacific Highway

Dear Mr. Williamson:

Herewith I return to you duplicate counterparts of proposed construction agreement relative to the above-titled project transmitted to Mr. Paxson under date of April 6, 1961, your file 911700/323 O-PD-61-03. Both copies have been executed by the State Highway Commission.

When the State's executed copy is returned, I would appreciate receiving ten additional copies of your drawing D-756 and a like number of copies of Exhibit "B" if you have them available. Copies of this exhibit would eliminate the necessity for a great amount of clerical work on our part.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

NOTED

JWD:ks
enc. 2

cc: G. S. Paxson

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OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

I-5-6(17)3.1

58x8

Salem, Oregon
April 19, 1961

Agenda Item 4-j

Mr L. I. Lindas
Chief Counsel
Office

Attached are two copies of an agreement with the Southern Pacific Company covering the Morrison Street Interchange on the East Bank Freeway in Portland. These copies have been esecuted by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

7-60 S-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
911700/323
0-PD-61-03

April 6, 1961

VIA AIR MAIL

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Ass't. State Highway Engineer

Dear Mr. Williams:

Enclosed are duplicate counterparts of proposed agreement between Southern Pacific Company and the State of Oregon covering construction of the Morrison Street Bridge Interchange in East Portland.

If you find the document satisfactory, will you please arrange for execution on behalf of the State and return both counterparts to us for further attention.

Yours truly,

H M Williamson
bw

Enc.

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APR 7 1961
OREGON
STATE HIGHWAY COMMISSION

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APR 18 1961
FOR FILING
I-5-6(17)301
5944

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

April 14, 1961

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-6(24)302

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-6(24)302, Morrison Bridge Interchange, East Bank Freeway Section of the Pacific Highway in Portland, we hereby concur, as of this date, in award of Contract No., 5888 to J. W. Conley & Hannan Bros. Co., of Portland, Oregon, low bidder in the amount of $2,519,836.00 at the April 11, 1961 bid opening.

Porter

NOTED
[illegible]

RECEIVED
APR 11 1961
FOR FILING
I-5-6(17)301

5888

April 10, 1961

Oregon State Highway Commission

Gentlemen:

There will be before you at the next Commission meeting an agreement between the State Highway Commission and the Southern Pacific Company covering the construction of the Morrison Street Interchange on the East Bank Freeway in Portland.

This is the customary construction agreement required at all crossings of railroad trackage, and I recommend your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:ae me

cc G. S. Paxson

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APR 10 1961
FOR FILING

I-5-6(12)301

5888

[illegible]

Salem, Oregon
April 7, 1961

Mr. Floyd Query

Morrison [illegible]

Attached hereto are original and duplicate copies of an agreement between the State and the Southern Pacific Company covering the Morrison Street Interchange on the East Bank Freeway in Portland. These are ready for presentation to the Highway Commission at its next meeting.

Upon execution by the Highway Commission, please forward both copies to Mr. DeSouza so that conformed copies can be made before transmittal to the Railroad Company for completion.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

RECEIVED
MAR 24 1961
FOR FILING
I-5-6 [illegible] 302
5888

408 State Highway Building
Salem, Oregon

March 20, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-6(24)302

We have approved, as of this date, the P. S. and E. documents for the Morrison Street Bridge Interchange, East Bank Freeway Section.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired and pending receipt of evidence that satisfactory agreements have been reached in connection with railroad and utility work in which Federal participation is being requested.

This approval is given subject to your making any corrections or revisions which may be found necessary following a further review of the plans. In this regard, we feel that for a structure of this magnitude, a thorough detailed check of the design would be very desirable. Since your department has not checked the design, we will attempt to make a partial detailed check. This will take considerable time, therefore, it may be that changes will be required even after fabrication of members. It is doubtful whether increased costs of such changes would be considered eligible for Federal-aid. In the future we urge you to allow adequate time to permit checking prior to contracting, particularly for large structures such as this one.

Porter

3-18-61

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MAR 21 1961
FOR FILING

I-5-6(17)301

5228

East Bank
Morrison St. Struct.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA025 SPD002 SPB066 SSB440

PR LLJ435 CAK=FAX PORTLAND ORG 17 1039P PST= 1961 MAR 18 AM 8 42

IVAN D MERCHANT, BRIDGE ENGINEER STATE OF OREGON=
STATE HIGHWAY DEPT SALEM ORG=

PIER SPACING AND CLEARANCES OF TWO STRUCTURES CROSSING OUR TRACKS NEAR S E MORRISON AND S E BELMONT STREETS IN PORTLAND AS SHOWN ON PRINTS ACCOMPANYING YOUR LETTER OF FEB 2 ARE SATISFACTORY EXPECT TO SUBMIT AGREEMENT FOR STATE'S EXECUTION SHORTLY. =

H M WILLIAMSON CHIF ENGINEER S P SAN FRANCISCO CALIF.

RECEIVED
MAR 20 1961
OREGON STATE HIGHWAY DEPARTMENT

NOTED
G. S. PAXSON

To G.S.P.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAR 20 1961
FOR FILING

I-5-6(17)301

5888

March 17, 1961

[illegible]

East Side Commercial Club
510 S. E. Morrison
Portland 14, Oregon

[illegible]

Gentlemen:

Requests have been presented to the Oregon State Highway Commission for or in behalf of the East Side Commercial Club and others in that area urging the State Highway Commission to incorporate an off ramp from the East Bank Freeway in the vicinity of Salmon and Taylor Streets.

On January 25, our Construction Engineer, Tom Edwards, appeared before the East Side Commercial Club at a noon luncheon and discussed briefly the cost factors, the probable use, and the advisability of this off ramp. Study indicates that the inclusion of an off ramp to serve this area would be repetitious of services provided by other ramps and that the degree of service achieved would not be in conformance with the concept of freeway design and traffic movement.

We attach hereto a letter over the signature of Fred T. Fowler, Highway Coordinator for the City of Portland, which delineates this problem in detail. An attempt to secure approval of this project from the Bureau of Public Roads, which we doubt would be at all successful, would only delay work on the East Bank Freeway. I must further state that I am completely in accord with the thinking of Mr. Fowler in this matter, and, therefore, we are discontinuing further consideration of this ramp at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

(Construction) FC:WCW:me

Enclosure

cc Fred T. Fowler
Forrest Cooper
Tom Edwards

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1961

SUBJECT:

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I have discussed the matter of the off ramp at the East Bank Freeway at Salmon and Taylor Streets with Mr. Fowler. He has supplied me with a letter, copy of which is attached, which, though somewhat inconclusive, states the City's position with regard to this matter.

I do not have in my files correspondence indicating an official request from the East Side Commercial Club although I presume there is one.

I have rough drafted a letter which I suggest be forwarded to whosoever may be on file as requesting this off ramp.

Tom Edwards
Construction Engineer

TE:fp

Attach.

nordlander, kelley and luck
CONSULTING ENGINEERS
n k l
208 CITY HALL ANNEX • PORTLAND 4, OREGON • CAPITOL 8-6141, EXT. 309
FRED T. FOWLER • HIGHWAY COORDINATOR

March 9, 1961

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Attention: Mr. Tom Edwards

Dear Mr. Williams:

In conformance with my telephone conversation with Mr. Edwards of recent date with regard to the proposed northbound off-ramp from the East Bank Freeway to S. E. Water Avenue in the vicinity of S. E. Morrison Street, as requested by the East Side Commercial Club, I am writing you in order to give my understanding of the facts concerning this problem.

Following the receipt of a letter from the East Side Commercial Club, addressed to Commissioner Bowes, I met with representatives of the Club and discussed the problem in detail. At that time, they were given the following facts:

1. A public hearing had been held on the project at which time no demands were made for additional ramp connections, nor were there any objections raised concerning the proposed plans.

2. Following this hearing, an agreement covering the proposed construction of the East Bank Freeway was signed by the City and the State.

3. Because of the traffic congestion on S. E. Grand Avenue and S. E. Union Avenue, it was considered better planning to shift the on and off-ramps from the Marquam Bridge to S. E. 7th and S. E. 8th Avenues where a one-way couplet could be provided on light traffic streets to relieve this congestion.

4. These two streets are well centered in the East Side warehouse and industrial area which lies between S. E. 12th Avenue and S. E. Water Avenue.

5. Traffic using the proposed off-ramp would have to cross the main-line Southern Pacific tracks at grade in order to get to the warehouse area unless their destination was along S. E. Water Avenue.

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6. The Baldock Freeway will be completed and open to traffic in the fall of 1961 at which time all truck traffic using that route will be compelled to use the Clay Street Ramp to S. W. Front Avenue and thence across either the Hawthorne or Morrison Bridges to the central east-side area. This plan would have to be followed for from three to five years before the completion of the Marquam Bridge and the East Bank Freeway would allow any other routing.

7. This routing would, undoubtedly, be found more economical than the one by way of the long 5 per cent grades in the Marquam Bridge approaches and the raising of all tonnage over 120 feet of adverse grade.

8. Since grading contracts have already been let for the East Bank Freeway, it would be impractical to plan for such a ramp at this time, even if approval could be obtained from the Bureau of Public Roads, which approval has been denied.

9. If such a ramp is found to be practical, from a construction standpoint, there is no reason why it could not be constructed after the completion of the freeway and after a traffic need may have been established.

All of these matters were discussed with the Committee in my office and at a subsequent meeting with Commissioner Bowes before the Committee met with the State Highway Commission. In view of these facts, I would suggest that the East Side Commercial Club be notified that no further consideration will be given to the proposed ramp at this time, but that the matter will be taken up again following the completion of the East Bank Freeway and a traffic study conducted with regard to any possible need for this or any other additional connecting ramps.

Yours very truly,

NORDLANDER, KELLEY AND LUCK

F. T. Fowler

By: Fred T. Fowler
Highway Coordinator

FTF:il

c.c. Nordlander, Kelley and Luck

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MAR 10 1961
FOR FILING

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5688

[illegible]

Morrison St Interch

March 9, 1961

Mr. H. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

This will acknowledge receipt of your letter of March 7 and your proposed draft of "Exhibit B" covering relations with Railroad Company and railroad insurance which is to be used with the State-Railroad agreements and also to be a part of our contract with our contractor.

This is to advise our approval of the draft submitted as you have written it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. G. H. Baker
Mr. A. W. Kilborn
Mr. W. C. Williams
Mr. Ivan D. Merchant

7-60

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

March 7, 1961

911700/323
O-PD-59-1

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Ass't. State Highway Engineer

Dear Mr. Williams:

In connection with the preparation of construction and maintenance agreements on three different grade separation projects, you recently sent us several copies of proposed Exhibit "B" to be attached to these agreements. The projects are the East Bank Freeway, the Morrison Street Bridge Interchange and the Mistletoe Underpass. These exhibits were prepared in your office in order to comply with the recent revisions of PPMs 21-10-5 and 30-3-4.

For each of the three projects it appears that in preparing Exhibit "B" certain omissions and errors were made which we think would have to be corrected in order to comply with the B.P.R. requirements. For example, in all three cases you neglected to show the percentage figure to be applied to the direct labor costs to cover the additives specified by B.P.R. In addition, the notes following the tabulation of railroad employes have been rearranged in such a manner that they do not now apply to the proper column.

Due to the fact that these sections which will become a part of your contract special provisions would have to be rewritten to correct these errors, we are taking the liberty of suggesting another procedure which we would certainly find better, and which we believe you will find to our mutual advantage.

Attached herewith are three copies entitled Exhibit "B", and including sections headed "Relations with Railroad Company" and "Railroad Protective Insurance". This Exhibit "B" is almost identical with the material we are now using in the States of California, Arizona and New Mexico, and we would like very much to standardize it for use in all of the states in which we operate. You will note that it is drawn up in such a manner that with minor changes or additions it can be adapted to almost any type of grade separation project. For example, it could be used in connection with the East Bank Freeway Project by inserting the names of Southern Pacific and Union Pacific in the first paragraph, and by filling in the other blanks on Pages two and three. A blank space is also left on Page four in which could be listed any other work to be performed by railroad forces for a particular job. With respect to the railroad protective liability form, it would be a simple matter to change the upper limit of the property damage liability to the agreed-upon figure of $1,000,000 for the East Bank Freeway job.

The Union Pacific has already approved that portion of the attached shown as (c) Protection of Railroad Facilities. The balance of the attached Exhibit "B" is almost identical to that which has been used on other projects involving our company and Union Pacific, and we feel reasonably certain that Mr. Baker will find the attached acceptable for the East Bank Freeway agreement. Two copies of Exhibit "B" are being furnished to Mr. Baker with his copy of this letter.

On the first page we have left a blank space for the vertical clearance above top of rail. In order to standardize this form for system-wide use, we thought it best to leave this space blank as on some routes where we are authorized to use cars with excess height, the clearance to be shown here is 23'8" instead of the usual 22'6".

We have what we feel is a very good reason for attempting to standardize this form on a system-wide basis. We find that several of the states in which we operate are preparing these sections on an individual project basis, and it is difficult and time-consuming on our part to carefully review each of them to see that all of the requirements are included. If we can standardize on the form it is our intent to have it printed, and when we send you the construction agreement it will be complete with Exhibit "B". This will relieve us of the necessity for carefully checking each one and will also relieve you of the necessity of furnishing them to us for attachment to the agreements. We are very hopeful that you will be willing to accept the attached for use in the future on all agreements covering grade separation projects. If the State of Oregon will go along with this request, we anticipate no difficulty in obtaining agreement from all of the other states in which we are interested.

In your letter of February 15 written in connection with the East Bank Freeway, you state that you do not believe the requirement that the railroad companies submit bills within 120 days should be in a specification which will be part of your contract. We inserted this clause to comply strictly with Paragraph 5 (c) of PPM-21-10-5 which requires a "statement of when and how the railroad will bill its charges." Inasmuch as this language has already been approved by B.P.R., we are reluctant to change it as this presumably would require resubmission to the Bureau with no certainty that they would again approve. We do not think that leaving this language in your specifications does any harm, and it does have the advantage of indicating to the contractor about when the billing will be made.

Will you please let us know whether or not the Oregon Highway Department will accept our suggestion that this form be printed and standardized for future use for all agreements. We are asking that Mr. Baker advise you direct whether or not the attached is acceptable to Union Pacific for use with the East Bank Freeway agreement.

Yours truly,

HM Williamson

Enc.

cc: Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

RECEIVED
MAR 9 1961
OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF
STATE HIGHWAY ENGINEER

EXHIBIT "B"

RELATIONS WITH RAILROAD COMPANY

(a) General -- The term "Railroad" shall be understood to mean the

______________________________ ______________________________

____

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner, but the Contractor shall have no claim for damages or extra compensation in the event his work is held up by the work of Railroad forces.

(b) Railroad Requirements -- The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, in order to expedite the work and to avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

Except as otherwise provided herein, the Contractor's operations shall not infringe on the following minimum clearances from any railroad track:

10'-0" horizontally from center line of track.

____________vertically above top of rail.

Any infringement on the above clearances due to the Contractor's operations shall be submitted to the Railroad and to the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

In the case of impaired vertical clearance above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The details of construction affecting the Railroad tracks and property not included in the contract plans shall be submitted to the Railroad for approval before such work is undertaken.

If the Contractor desires to move his equipment or materials across Railroad's tracks he shall obtain permission from Railroad and should it be required, the Contractor shall obtain a private crossing agreement. The crossing installation (together with any protective devices) for the use of the Contractor, if required, shall be at the expense of the Contractor. Contractor shall furnish his own employes as flagmen to control movements of vehicles on the private roadway.

In advance of any blasting, the Contractor shall notify Railroad in order that proper flagging protection may be provided.

The Contractor shall, upon completion of the work covered by this contract, to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employe or agent of Contractor or of any subcontractor, and cause said premises to be left in a clean and presentable condition.

(c) Protection of Railroad Facilities --

1. Railroad representatives, conductors, flagmen or watchmen, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines. In general, Railroad will furnish such personnel or other protective services:

(a) When any part of any equipment is standing or being operated within ten (10) feet, measured horizontally, from center line of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

(b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other railroad facilities may be subject to settlement or movement.

(c) During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.

(d) During any of Contractor's operations when, in the opinion of Railroad's representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

2. Information as to the Railroad employes which may be required to provide protection to Railroad facilities is as follows:

(a) Max. Number	(b) Classification	(c) Base Pay 8 Hours	(d) Headquarters
3	Pilot conductors	$19.84 to $21.67	
1	Yard engine foreman	$22.74	
2	" " helpers	$21.47	

(a) Max. Number	(b) Classification	(c) Base Pay 8 Hours	(d) Headquarters
1	Section foreman	$18.74 to $21.00	____________
2	" laborers	$16.50 to $17,36	____________
1	B&B foreman	$21.86	____________
2	" carpenters	$19.28 to $19.76	____________

Notes: (a) A full flagging crew consists of three men, as indicated in above grouping. Under certain conditions, less than three men may be sufficient.

(b) The classifications are shown solely for the prospective bidders' information, and there is no guarantee that the above classes of labor will actually be used, or that the rates of pay shown in Column (c) will be those in effect at the time the work is undertaken.

(c) Shows base pay for normal eight-hour shift in effect on January 16, 1961. Normal overtime rate after eight hours is 1-1/2 times base rate.

(d) Estimated costs for travel per employe from headquarters to job site and return is $__________________, per round trip. The estimated daily cost for meals and other accommodations is $________________ per employe.

To all direct labor costs, there shall be added additional charges for Vacation Allowance; Holiday Pay; Health and Welfare; Railroad Retirement and Unemployment Taxes; Public Liability, Property Damage, and Workmen's Compensation Insurance; and Accounting and Billing. For estimating purposes only, these additives collectively may be considered as approximating 30% of direct labor costs.

The determination of the cost of flagging and protective devices to be used as a basis for the submitting of bids shall be the responsibility of the prospective bidders.

3. Railroad will submit its bills for charges for flagging and related services to State within 120 days after completion of theproject.

The cost of all necessary personnel provided by Railroad during the period of constructing the project as deemed necessary for the protection of Railroad's facilities and trains, and the cost of installing tell-tales or other protective devices in the case of impaired vertical clearance, as above specified, shall be borne by the Contractor and sums sufficient to cover the claims based upon bills rendered to the State by Railroad for such costs, will be deducted from the progress and final pay estimates due the Contractor.

(d) Work by Railroad Company -- The Railroad will rearrange its telephone, telegraph and signal lines and appurtenances, and will make all track changes and will perform any other work in connection therewith.

The work by Railroad will be done by its own forces and is not a part of the work under this contract.

Additional Work by Railroad Company (if any) --

(e) Legal Relations -- The provisions of this section, "Relations With Railroad Company" and the provisions of the following section, "Railroad Protective Insurance", of these special provisions shall inure directly to the benefit of the Railroad.

RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on railroad property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

The insurance herein required shall be obtained by the successful bidder and the original and certified copies of all policies as hereinafter specified shall be furnished to the Engineer.

The Contractor shall furnish the Engineer with one (1) certified copy of each of the executed policies required by 1, 2 and 3 below and, in addition, shall furnish Railroad through the Engineer, one (1) certified copy of each of the executed policies required by 1 and 2 and the original policies of the insurance required by 3 below.

A certification on such copies of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified, or canceled insofar as the coverage contemplated hereunder is concerned, without at least ten (10) days notice mailed by registered mail to the Engineer and to Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

The approximate ratio of the estimated cost of the work over or under or within 50 feet of Railroad's tracks to the total estimated contract cost is ______________________.

1. Contractor's Public Liability and Property Damage Liability Insurance

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property, carry regular Contractor's Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad as hereinafter provided.

If any part of the work within or adjacent to Railroad's property is subcontracted, the Contractor in addition to carrying the above insurance, shall provide the above insurance on behalf of the subcontractors to cover their operations.

2. Contractor's Protective Public Liability and Property Damage Liability Insurance

The Contractor shall, with respect to the operations performed for him by subcontractors who do work within or adjacent to Railroad's property, carry in his own behalf regular Contractor's Protective Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad as hereinafter provided.

3. Railroad's Protective Public Liability and Property Damage Liability Insurance

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property or that of any of his subcontractors who do work within or adjacent to Railroad's property perform, have issued and furnished in favor of Railroad, policy or policies of insurance in the Railroad Protective Liability Form as hereinafter specified.

Railroad Protective Liability Form

____
(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured: Southern Pacific Company
65 Market Street, San Francisco 5, California.

Item 2. Policy Period: From ______________ to ______________
12.01 a.m., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	Coverages	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
A	Bodily Injury Liability	$250,000	$500,000	Not applicable
B & C	Property Damage Liability and Physical Damage to Property	Not applicable	$250,000	$500,000

Item 4. Name and Address of Contractor: ______________________________
____
____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed.

Item 6. Designation of the Job Site and Description of Work:

For constructing State highway in ______________________________
County, between ______________________________
and ______________________________; District ________,
Route ______________, Sections ______________________.

Premium Bases	Rates per $100 of Cost Coverage A	 Coverages B&C	Advance Premiums Coverage A	 Coverages B&C
Contract Cost	$	$	$	$
Rental Cost	$	$	$	$

Countersigned .... 19... by ....

....
Title

POLICY

....
(Name of Insurance Company)

A .... insurance company, herein called the company, agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declaration made by the name insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A—Bodily Injury Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury," either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B—Property Damage Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C—Physical Damage to Property.

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions.

(a) **Insured.**—The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) **Contractor.**—The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.

(c) **Designated employee of the insured.**—The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,

(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or

(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by governmental authority.

(d) **Contract.**—The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. **Defense, Settlement, Supplementary Payments.**

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. **Policy Period, Territory.**

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A(1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946), Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property owned by the named insured or leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12, apply to all coverages. Conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12, apply only to the coverage noted thereunder.)

1. **Premium.**—The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. **Inspection.**—The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. **Limits of Liability, Coverage A.**—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. **Limits of Liability, Coverages B and C.**—The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is

the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. **Severalty of Interests, Coverages A and B.**—The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. **Notice.**—In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. **Assistance and Cooperation of the Insured, Coverages A and B.**—The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. **Action Against Company, Coverages A and B.**—No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C.—No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. **Insured's Duties in Event of Loss, Coverage C.**—In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. **Appraisal, Coverage C.**—If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. **Payment of Loss, Coverage C.**—The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. **No Benefit to Bailee, Coverage C.**—The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. **Subrogation.**—In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. **Application of Insurance.**—The insurance afforded by this policy is primary insurance.

15. **Three-Year Policy.**—A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. **Changes.**—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

17. **Assignment.**—Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. **Cancellation.**—This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. **Declarations.**—By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the ____________ Insurance Company has caused this policy to be signed by its president and a secretary at ________, and countersigned on the declarations page by a duly authorized agent of the company.

(Facsimile of Signature) **(Facsimile of Signature)**

Secretary **President**

p.

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MAR 6 1961
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COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-6 (19) 301
588 B

March 3, 1961

Portland Traction Company
1635 S. E. Water Avenue
Portland, Oregon

Re: Morrison Bridge Interchange
East Bank Freeway
Multnomah County
Portland Traction Company

[illegible] Club

Gentlemen:

In connection with the construction of the Morrison Street Bridge Interchange on the East Bank Freeway it will be necessary that there be constructed overcrossings of your track on S. E. Water Avenue, as shown by Plan Sheet No. 3 and Drawings No. 8589D and No. 16060 attached hereto. There will be no change in your track nor any impairment of vertical or horizontal clearances, and no additional right of way is required.

Specifications for the project will be as shown on the attached sheets relative to "Relations With Railroad Company" and you will be furnished a protective insurance policy as shown.

It is anticipated that you will be reimbursed for such watchman and flagman services as may be necessary to protect your railroad operations under federal regulations. In order that we may do this it is requested that you submit a detailed estimate showing the classes of employees, wage rates, etc., as shown under the heading "Railroad Personnel" on the 4th page of special provisions. There also should be shown percentage rates of additions covering allowances for vacations, railroad retirement and unemployment taxes, paid holidays, health and welfare insurance, compensation and liability insurance, and other similar allowances which may be your obligations in the employment of labor.

It is not felt that the execution of a formal agreement will be necessary and that the matter can be handled by an exchange of communications. For this purpose it is requested that you send your estimate of expenditures and your approval of the proposed plan, if you find it satisfactory, to Mr. G. S. Paxson, Assistant State Highway Engineer, State Highway Building, Salem. I would appreciate receiving a copy of your letter regarding approval, although it will not be necessary that I have a copy of the estimates of cost.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: G. S. Paxson
Ivan Merchant

G. S. [illegible]

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MAR 3 1961
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I-5-6(17)301

5888

East Bank

Salem, Oregon
March 3, 1961

Morrison Bridge Interchange
East Bank Freeway - Portland

Mr. Ivan D. Merchant

Herewith copy of a letter from Mr. Howard W. Huget of the Multnomah County Roadmaster's office requesting details on the attachment of signs and sign bridges to the Morrison Street Bridge.

Will you please furnish these to him as soon as possible for his review.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. F. B. Crandall

COMMISSIONERS
M. JAMES GLEASON
AL. L. BROWN
JACK BAIN

PAUL C. NORTHROP
ROADMASTER AND ENGINEER

1854

COUNTY OF MULTNOMAH
BOARD OF COUNTY COMMISSIONERS

DIVISION OF ROADS AND BRIDGES
2115 S.E. MORRISON
PORTLAND 14, OREGON
CA 7-8441

March 2, 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

ATTN: Mr. G. S. Paxson
Assistant State Highway Engineer

Gentlemen:

We have reviewed your signing project for the Morrison Bridge Interchange with the East Bank Freeway. As far as the messages on the signs are concerned and their general location, we would have no objections.

However, we are concerned as to the specific manner in which these sign bridges and sign standards are attached to our structure. We do not feel, at this time, we can grant approval without reviewing your plans as to the method to be used in attaching the signs to our structure.

We were very pleased to see that the background of the signs will now be green rather than black which has been used by the State in the past. We have always been in favor of the green background.

Yours very truly,

P. C. NORTHROP
Roadmaster

RECEIVED
MAR [illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Howard W. Huget
HOWARD W. HUGET
Asst. Roadmaster

HWH:ebs

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MAR 3 1961
OREGON
STATE HIGHWAY COMMISSION

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I-5-6(17)301

5888

East Bank

Salem, Oregon
March 3, 1961

Freeway exit ramp
Morrison Street
East Bank Freeway

Mr. Tom Edwards
Construction Engineer
OFFICE

I believe it is time that we draw a fighting focus on the matter of an off ramp on the East Bank Freeway in the vicinity of Salmon and Taylor Streets in Portland. Please advise.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. Williams

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MAR 3 1961
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MAR 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Commissioners
DENNIS J. LINDSAY
President
LEE E. CALDWELL
Vice-President
LUKE L. ROBERTS
Secretary
HOWARD B. SOMERS
Treasurer
THOMAS M. CAMPBELL
CAPT. RALPH F. CAPLES
RAYMOND M. KELL
LEW S. RUSSELL
L. S. WHITE

General Manager
JOHN J. WINN, JR.

Executive Assistant to the General Manager
ERNEST HAYCOX, JR.
Mgr., Aviation Dept.
J. V. FRYBERGER
Mgr., Industrial Development Dept.
C. H. COVER
Mgr., Marine Dept.
A. J. HEINEMAN
Chief Engineer
R. A. NEUMEISTER
Comptroller
E. W. BAUER
Director of Public Information
E. H. DIDZUN

THE PORT OF PORTLAND

Swan Island, P. O. Box 4099, Portland 8, Oregon

March 1, 1961

REFERRED TO
Cooper
Highway Engineer

Oregon State Highway Department
Salem
Oregon

Attention: Mr. W. C. Williams

Gentlemen:

A recent inspection tour of Troutdale Airport revealed that the State Highway Department has been able to accommodate the Port's earlier request concerning an exit sign for Troutdale Airport on the Banfield Freeway.

Please accept our most sincere appreciation for your efforts in our behalf in this matter. It is felt that this will be a big help to the increasing number of people using The Port of Portland's facilities at Troutdale, and the State Highway Department's cooperation is appreciated very much.

Very truly yours,

THE PORT OF PORTLAND

John J Winn

JOHN J. WINN, JR.
General Manager

Dear Dutch:

I think that I thanked you for this long ago, when we were boys, but someone has written this for my signature so I just sign sign, sign Jack

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[illegible] 28 1961
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I-5-6(17)301

5858

CD-121

UNITED STATES G ERNMENT

Memorandum

U.S. DE RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : W. G. Williams, State Highway Engineer
Salem, Oregon

DATE: February 27, 1961

FROM : C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

By: D M Emrich
D. M. Emrich
Acting Division Engineer

SUBJECT: Oregon I-5-6(--)301
Illumination - Morrison Bridge Interchange

We are attaching a copy of a memorandum dated February 23, 1961 from our San Francisco Regional Office concerning the illumination of the Morrison Bridge interchange ramps.

This is in reply to your letter to this office dated February 9, 1961.

RECEIVED
FEB 2[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

08-35.2 Mr. C. G. Polk, Division Engineer
Salem, Oregon

February 23, 1961

07-71.7 S. E. Farin, Regional Engineer
San Francisco, California

Oregon I-5-6( )301, Illumination
Morrison Bridge Interchange

Your memorandum of February 13, and the State's letter of February 9, together with the orientation plan sheets of the East Bank Freeway - Russell to Yamhill Streets, forwarded with your memorandum of February 1, and State's letter of January 31, clear up the points raised in our memorandum of January 23, 1961, relative to the use of 6,800-lumen lamps and the spacing of lampposts.

We are in full accord with the State's desire to use 6,800-lumen lamps on the ramps. Some of the ramps are narrow, and it would be advantageous to use low intensity lamps to better control traverse light spillage past the ramp deck. Due to roadway geometrics in certain areas, traverse light spillage from high intensity lamps could be discomforting to motorists on other ramps or lanes. The slightly higher construction cost caused by the closer spacing of units will be partially offset by reduced power requirements. In some areas the lamps will be tied into existing street lighting systems, eliminating the cost of service pole connections and associated equipment. In our opinion the advantages of better light control on some of the narrow ramps, especially those of short radius, outweigh the slight additional cost of closer spacing on this particular bridge interchange.

Conventional 21,000-lumen lamps with normal spacings are to be used on the through-bound lanes.

A copy of this memorandum will be mailed to Regional Engineer B. M. French for his files.

In duplicate

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FEB 27 1961
FOR FILING

~~I-5-6(17)~~ 301

5887

February 27, 1961

Multnomah County Board
of Commissioners
2115 S. E. Morrison Street
Portland, Oregon

Gentlemen:

As you are aware, it is planned to let a contract for construction of the Morrison Bridge Interchange with the East Bank Freeway in the near future. As a part of this contract, it is planned to install the necessary guide signs. I am attaching one copy of our plan showing proposed guide sign installations at this interchange. You will note that it will be necessary to mount several of these signs on the existing structures as shown in red on the attached plan. Two of the signs at the westerly approach to the intersection will, if possible, be mounted on the existing sign bridge. We have not completed our checking of the design for the existing sign bridge.

The proposed signs will be of aluminum with a porcelain enamel background and raised reflectorized letters. The porcelain enamel background will be the standard interstate green. It is proposed that all sign structures, i.e. sign bridges and butterfly mounts and cantilever mounts, will be of steel.

Your concurrence is requested both in the matter of attachment of the signs to the existing bridge and in the matter of sign messages. I would appreciate your advice on this matter at the earliest possible time.

Very truly yours,

W. C. Williams
State Highway Engineer

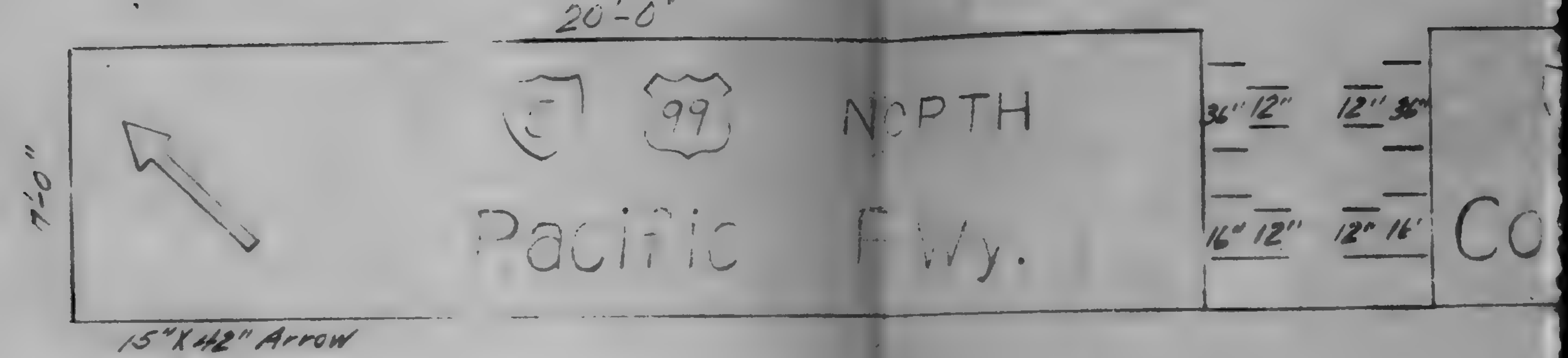
By

G. S. Paxson
Assistant State Highway Engineer

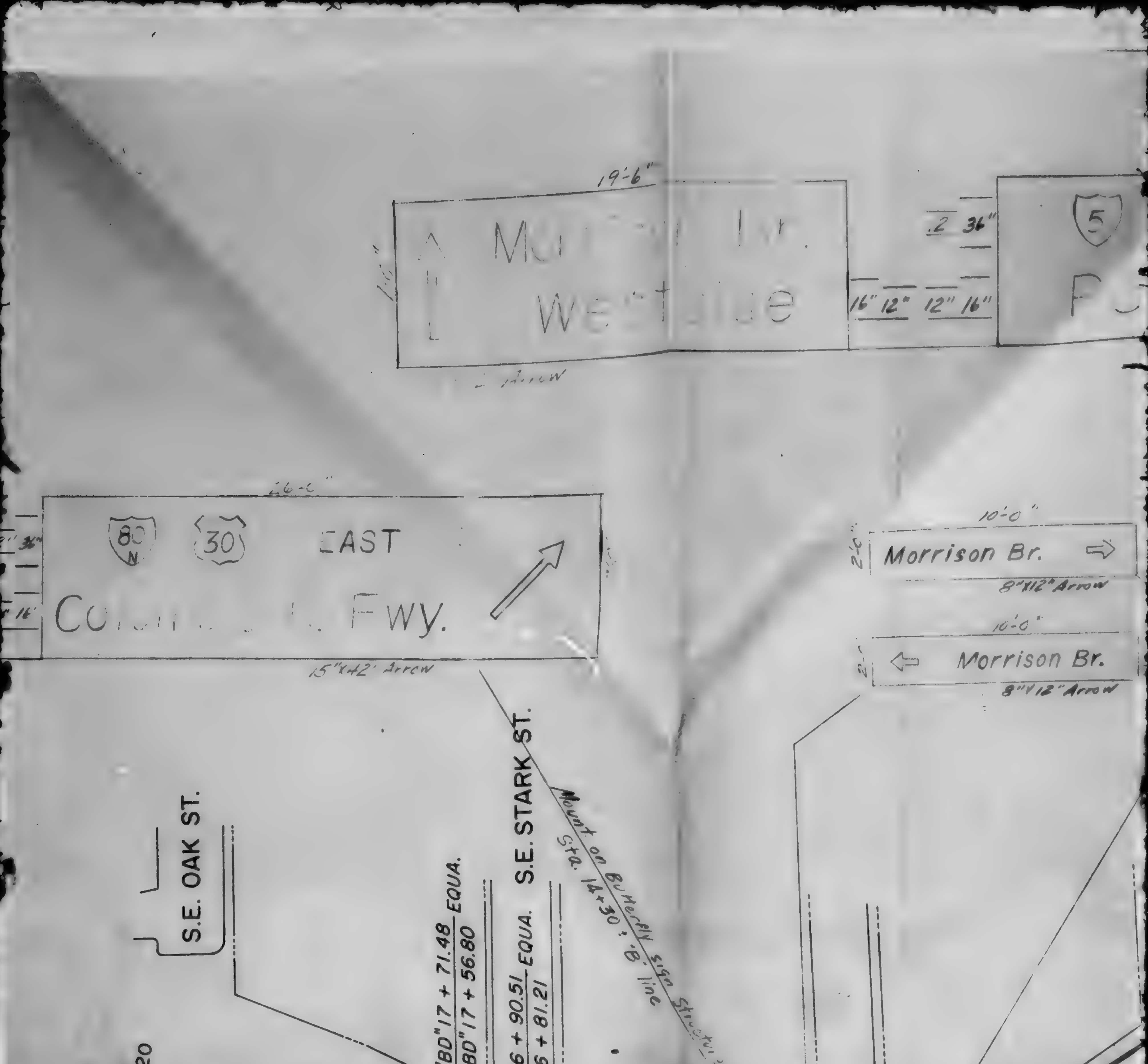
Attach.

cc to: Mr. W. C. Williams, Mr. F. B. Crandall, Mr. Lloyd P. Shaw,
Mr. F. T. Fowler

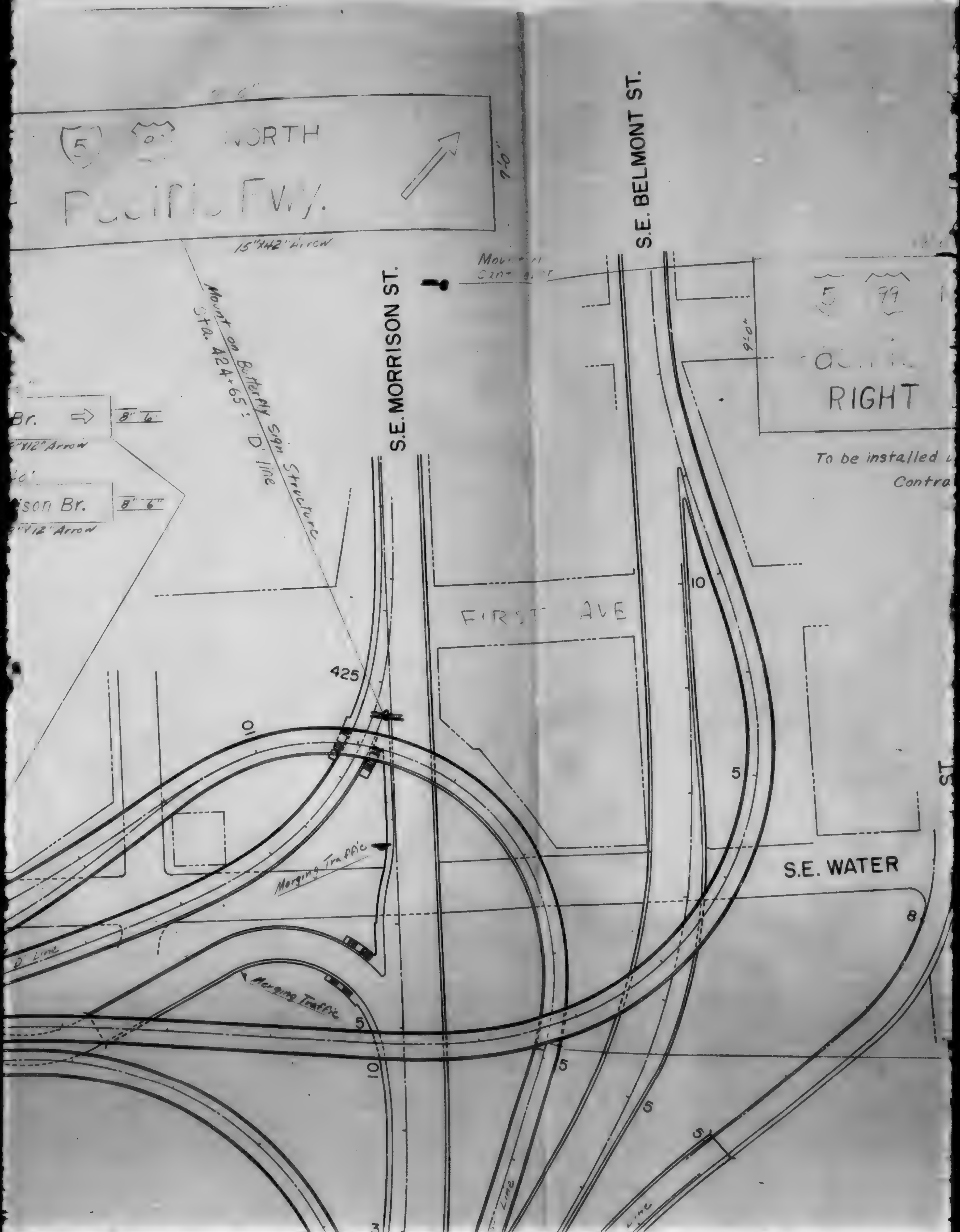
VPJ:pk as



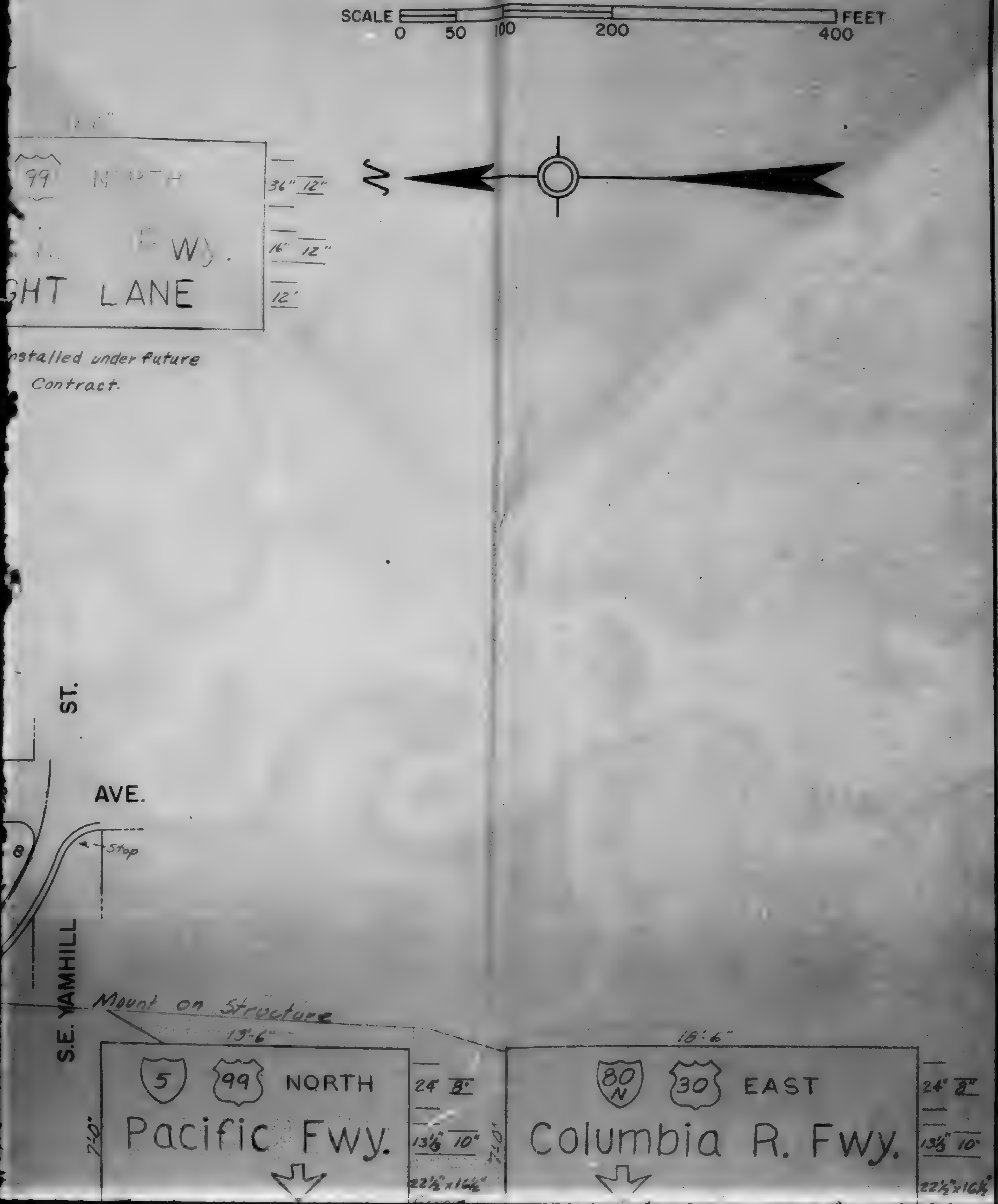
20'-0"
7'-0"
5
99
NORTH
Pacific Fwy.
36"
12"
12"
36"
16"
12"
12"
16"
Co
15" X 42" Arrow

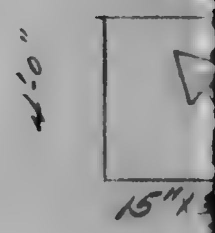


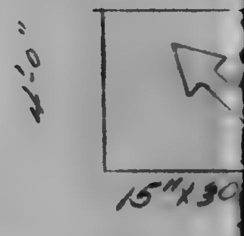
19'-6"
Mor... Br.
Westside
Arrow
2 36"
16" 12" 12" 16"
5
P
26'-0"
36"
16"
80 N
30
EAST
Colum... Fwy.
15"x42" Arrow
10'-0"
2'-0"
Morrison Br.
8"x12" Arrow
10'-0"
Morrison Br.
8"x12" Arrow
S.E. OAK ST.
S.E. STARK ST.
"BD"17 + 71.48 EQUA. "BD"17 + 56.80
"B"16 + 90.51 EQUA. "B"16 + 81.21
Mount on Butterfly Sign Structure
Sta. 14+30 'B' line
20
15
415
'D' Line
20
'C' Line
15
20 + 24.76
0 + 00.59
Sign Structure 'C' line


5
NORTH
Pacific Fwy.
7'-0"
15"x42" Arrow
Br.
8'-6"
"x12" Arrow
ison Br.
8'-6"
"x12" Arrow
Mount on Butterfly Sign Structure
Sta. 424+65± 'D' line
S.E. MORRISON ST.
Mount on
Cant. Str
S.E. BELMONT ST.
5
99
9'-0"
RIGHT
To be installed u
Contra
10
FIRST AVE
425
10
5
Merging Traffic
S.E. WATER
8
ST
'D' Line
Merging Traffic
5
10
5
5
5
Line
Line
3

MORRISON BRIDGE INTERCHANGE




4'-0"
15"x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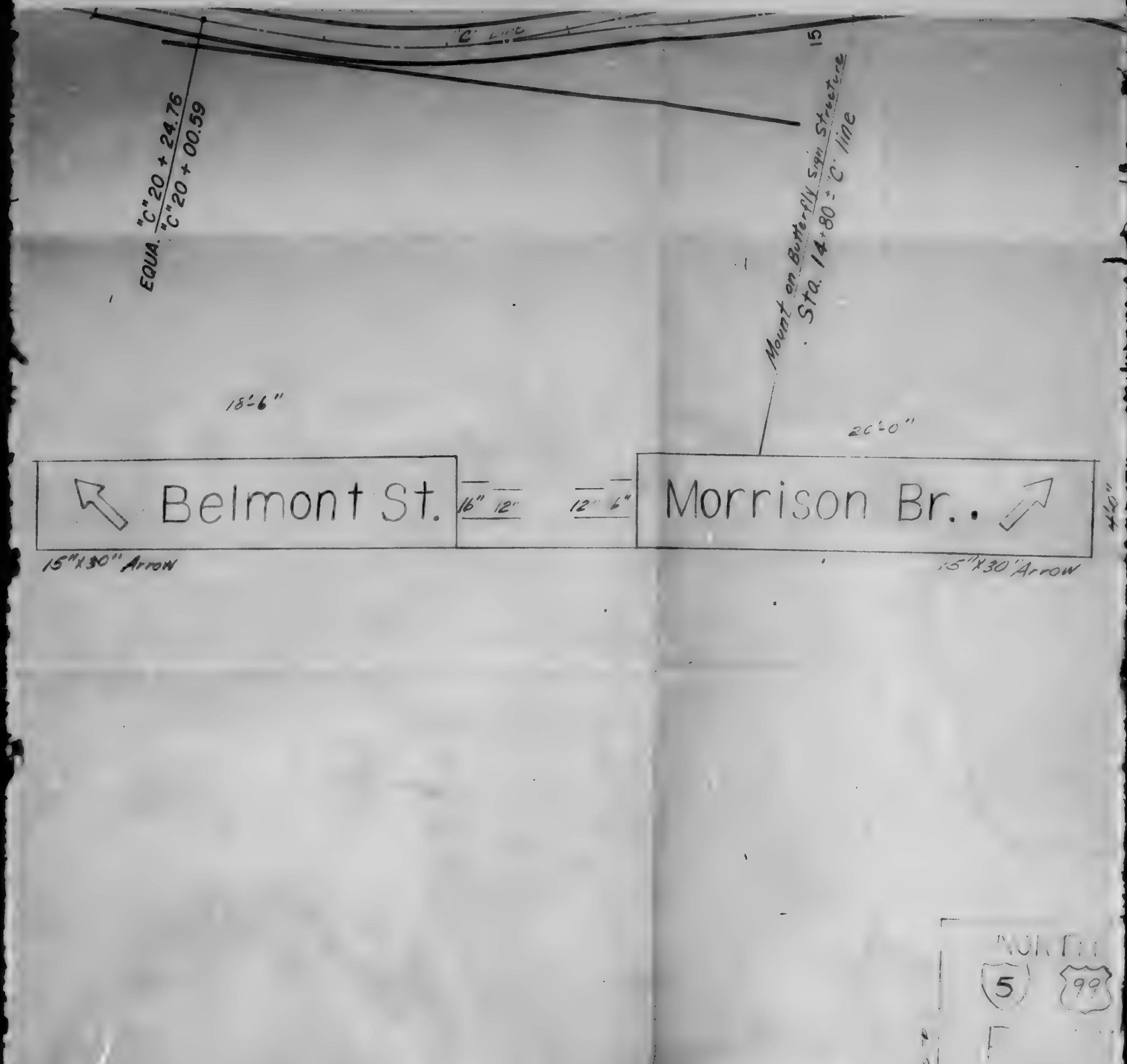
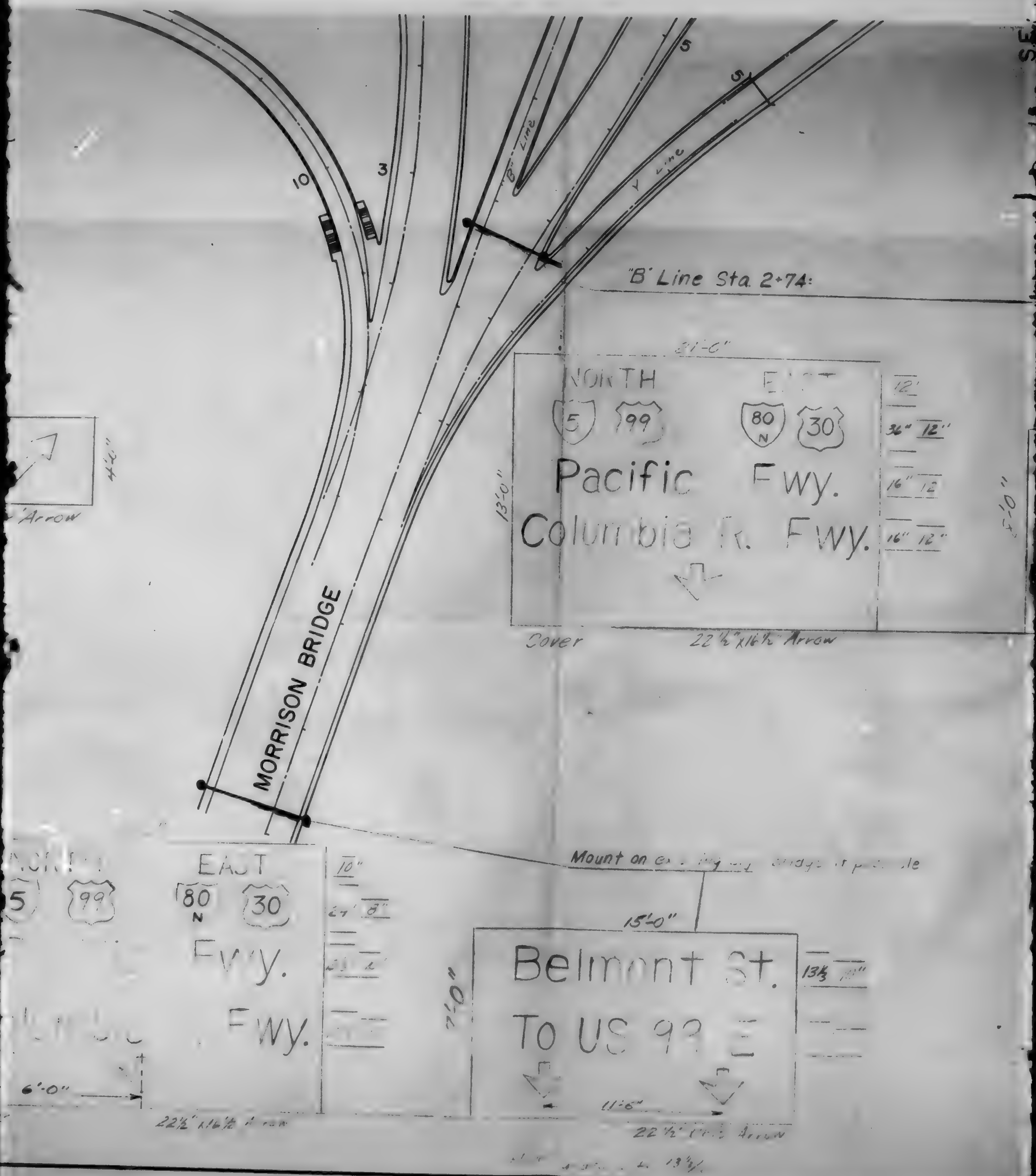
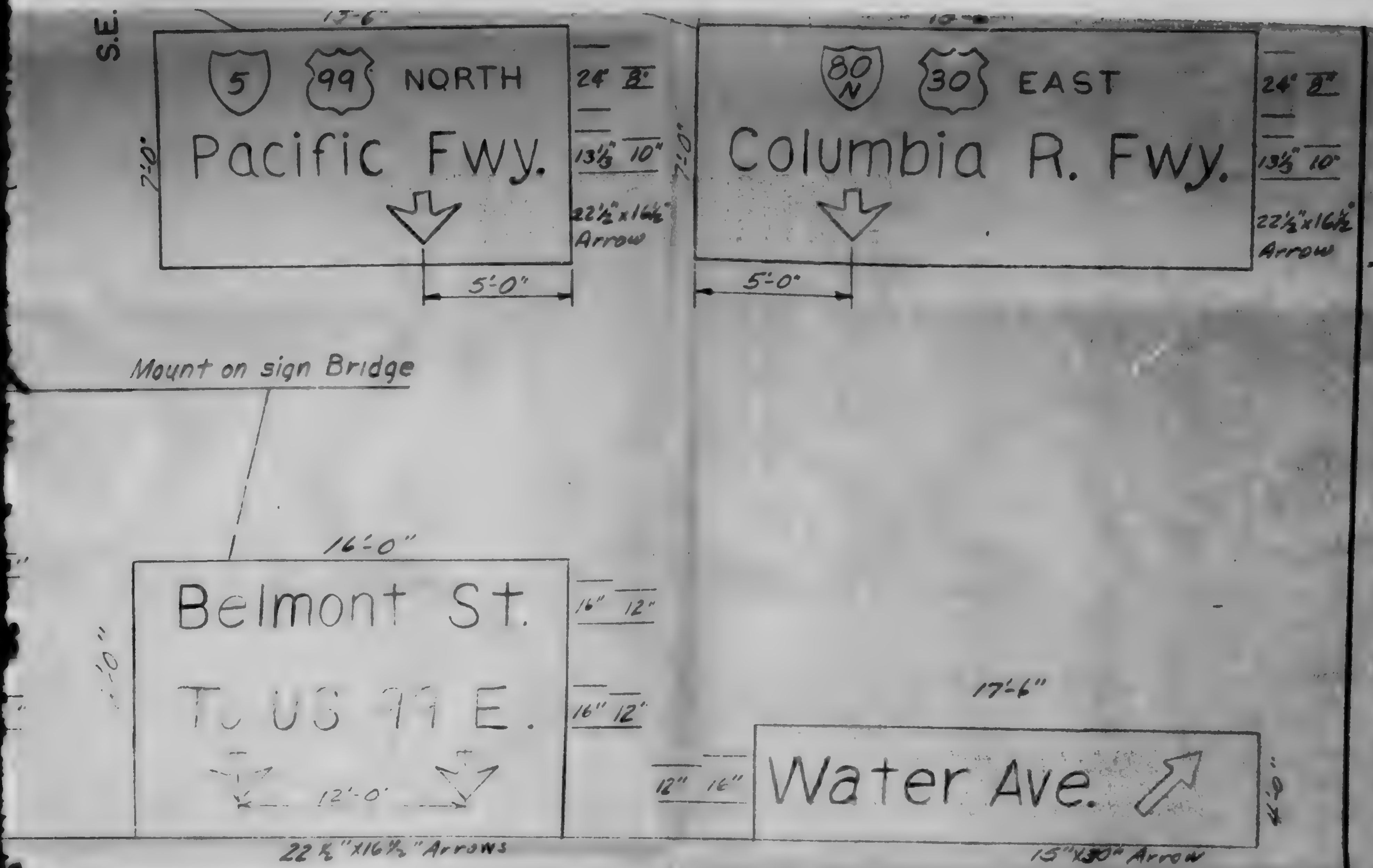
15"x30


'C' Line
15
EQUA. "C"20 + 24.76 / "C"20 + 00.59
Mount on Butterfly Sign Structure
Sta. 14+80 ± 'C' line
18'-6"
20'-0"
Belmont St.
16"
12"
12"
6"
Morrison Br..
4'-0"
15"x30" Arrow
15"x30" Arrow
NORTH
5
99
10'-6"
6'-0"
Cover



10
3
5
5
"B" Line
"Y" Line
"B" Line Sta. 2+74
21'-0"
NORTH
EAST
5
99
80
N
30
Pacific Fwy.
Columbia R. Fwy.
13'-0"
12"
36" 12"
16" 12
16" 12"
Cover
22½" x 16½" Arrow
4'-0"
Arrow
MORRISON BRIDGE
Mount on existing bridge if possible
EAST
5
99
80
N
30
Fwy.
Fwy.
10"
24" 8"
6'-0"
22½" x 16½" Arrow
15'-0"
Belmont St.
To US 99 E
7'-0"
13⅓ 10"
11'-6"
22½" Arrow
13⅓



SIGNING PROJECT

Mile Post

Action	Date	Signature	Title
Submitted	2/14/61		Traffic Control Eng'r.
Approve			Asst. Maint. Eng'r.
"	2/14/61		Traffic Engineer Asst
"	2/14/61		Asst. Hwy. Eng'r.
Accepte			U.S.B.P.R.

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FEB 23 1961
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-6(17)301
5888

February 17, 1961

The Western Union Telegraph Company
125-12th Street
Oakland 7, California

Attention: Mr. F. L. Sulloway
Area Superintendent

RE: Morrison Bridge Interchange
East Bank Freeway
Portland, Oregon

Dear Sir:

Plans for construction of the East Bank Freeway require construction of an extensive interchange at the East end of the existing Morrison Street Bridge over the Willamette River in Portland.

The nature and extent of proposed work is shown on attached Plan Sheet No. 3, and Drawings No. 85893 and No. 16060.

Will you please review the site and advise us whether or not you have any facilities in the area that would be affected by the proposed construction. If you do have facilities in the area, please furnish us with the usual estimates of cost, plans and so forth, for both the temporary and permanent rearrangement to accommodate the construction. We must have along with this, a statement concerning your Rights of Way either on City Streets or other property, so that we can make a determination as to whether or not cost of alterations of these facilities are a State obligation.

NOTED

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

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1961
OFFICE OF
STATE HIGHWAY ENGINEER

cc: Tom Edwards - Attention: Kurt Baker
Lloyd Shaw - Attention: Al Rear
G. S. Paxson
J. W. DeSouza

P.S. At the present time, we are negotiating with Southern Pacific Railroad for the usual State/Railroad Agreement, with the Portland Traction Company for a State/Railroad Agreement, and The Western Union Company for the usual State/Railroad Agreement. I assume that you will handle and advise me of any other utility agreement necessary to accomplish the job.

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FEB 24 1961

FOR FILING
FORM 29395

I-5-6(17)301

5888

East Bank

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1961

SUBJECT: Morrison Bridge Interchange
East Bank Freeway
Multnomah County

To: Mr. J. W. DeSouza
Assistant Counsel
OFFICE

We hope to get this project ready for bid call on the April 1961 letting. Negotiations for a State/Southern Pacific Company construction agreement are in progress. Insofar as I know, little has been done toward an agreement with the Portland Traction Company whose existing track on S. E. Water Street is crossed three (3) times by separate legs of the proposed interchange construction. The Portland Traction Company is aware of the proposed construction, as they were a party to a PUC hearing on a clearance restriction caused by the "D^2" line viaduct, and thru a conference between me and J. A. Meeker, Roadmaster, on a recent date.

I doubt if a formal agreement between the State and the Portland Traction Company will be necessary. No real property is involved and no track changes are involved. Nature and extent of the work is shown on attached Plan Sheet No. 3, Drawings No. 8589D and No. 16060. Construction specifications will carry the usual railroad protective requirements per the attached specification. We will need an estimate of the railroad costs for protecting their facilities during construction of the job and information on the wages, etc., paid for watchman.

An exchange of correspondence should accomplish the requirements of BPR's PPM 30-3, Sec. 8. Can you prepare a letter that will start the necessary transactions.

If you need additional copies of any of the attachments, please advise and I'll send them along.

Very truly yours,

NOTED

Ivan D. Merchant
Bridge Engineer

RECEIVED
[illegible] 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

CAG:nk

cc: G. S. Paxson ✓

RECEIVED
FEB 15 1961
FOR FILING

I-5-6(19)-31

5888

February 14, 1961

Mr. H. H. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Morrison Bridge Interchange
East Bank Freeway
Portland

Dear Sir:

Herewith are 10 copies of a proposed section of the specifications for the protection of railroad traffic during the construction of the Morrison Bridge Interchange in Portland. These specifications include the material in the proposed draft which accompanied your letter of February 3, 1961. We have made some rearrangement of the material in order to fit in with our other provisions covering this matter, but I believe that you will find all of the material included in the enclosed drafts.

You will note that we have left blank the location of headquarters and estimated cost of travel by flagging employees, and you will also note that we have not included Section 3 on Page 2 of your draft which requires the Railroad to submit its bills within 120 days. We do not feel that this should be in a specification included in a contract with our contractor, but it should be set up in the agreement between the Railroad and State.

I believe this will give you all the information necessary to complete the preparation of the agreement covering the Morrison Street Bridge Interchange, and we would appreciate receiving the draft of the agreement as soon as practicable as we propose to call for bids on this project early in April.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

Attach.

[illegible]

cc to: Mr. A. W. Kilborn
Mr. W. C. Williams, Mr. J. W. DeSouza, Mr. Ivan D. Merchant

RELATIONS WITH RAILROAD COMPANY (S.P. Co.) (Morrison Br. Interch.)

Article 1.7.12: "Damage to Railroads" (Supp. 2-61)

The provisions of this article are supplemented by the following additional provisions:

General: The term "Railroad" shall be understood to mean the Southern Pacific Company.

It is expected that the Railroad will cooperate with the contractor to the end that the work may be handled in an efficient manner, but the contractor shall have no claim for damages or extra compensation in the event his work is held up by the work of railroad forces.

The provisions of this section covering relations with railroad company and the provisions of the following sections, "Railroad Protective Insurance", of these special provisions shall inure directly to the benefit of Railroad.

Work on or Adjacent to Railroad Right of Way: The work to be performed under this contract which is on, over or under the Railroad property or which is to be performed on areas lying within 50 feet of the center line of railroad tracks over which trains are operated is estimated to be 1 percent of the total cost of the project. This estimate is based upon estimated quantities and unit prices made prior to award of the contract and may or may not agree with the percentage computed in accordance with final quantities and unit prices under the contract. This estimate is given solely as a convenience and the State assumes no responsibility of any kind for its accuracy.

Clearances: Except as hereinafter provided, bents adjacent to tracks shall be constructed without impairing a horizontal clearance line 8'6" from the center line of the nearest track, and spans over tracks shall be constructed without impairing the vertical clearance line shown on the plans for the bottoms of the steel beams, except that staging for painting steel will be permitted, but not below a clearance line 22'6" above the base of rail.

Any infringement on the above clearances due to the contractor's operations shall be submitted to the Railroad and to the Engineer and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from the Public Utilities Commissioner for the infringement. No extra compensation will be allowed in the event the contractor's work is delayed pending Railroad Approval and PUC Authorization.

Contractor shall not pile nor store materials or equipment on Railroad right-of-way nor streets occupied by Railroad.

General Protective Requirements: The contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property in order to expedite the work and to avoid interference with the operation of Railroad equipment.

The contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

If the contractor desires to move his equipment or materials across Railroad's tracks he shall obtain permission from Railroad and should it be required the contractor shall obtain a private crossing agreement. The crossing installation for the use of the contractor, if required, shall be at the expense of the contractor.

In advance of any blasting, te contractor shall notify Railroad in order that proper flagging protection may be provided.

The details of construction affecting the Railroad tracks and property not included in the contract plans including plans for falsework and shoring and cribbing of excavations adjacent to railway tracks shall be submitted to the Railroad, via the Engineer, for approval before such work is undertaken.

In the case of impaired vertical clearance above top of rail, Railroad shall install tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic as set forth in PUC order.

Protective devices authorized by PUC order will be installed at State expense. Additional protective devices deemed necessary by Railroad because of contractor's methods of operation shall be installed by Railroad at contractor's expense.

Upon completion of the work to be performed by contractor on the premises or over or beneath the tracks of Railroad, the contractor shall promptly remove from the premises of Railroad all of contractor's tools, implements and other materials, whether brought upon said premises by said contractor or any subcontractor, employee or agent of contractor, or any subcontractor, and cause said premises to be left in a clean and presentable condition.

Railroad Protective Service: Railroad representatives, conductors, flagmen or watchmen, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines. In general, Railroad will furnish such flagmen or other protective services:

(a) When any part of any equipment is standing or being operated within ten (10) feet, measured horizontally, from center line of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

(b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other railroad facilities may be subject to settlement or movement.

(c) During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.

(d) During any of Contractor's operations when, in the opinion of Railroad's representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

Costs and Reinbursement for Railroad Protective Services: The protective services Railroad will require and the total cost thereof are contingent on contractor's construction schedule, methods and progress on the work described in the preceding specification titled "Railroad Protective Service".

It is the contractor's responsibility to determine the actual protection services and devices Railroad will require and the total cost thereof, based on contractor's construction schedule, methods and operations, and to include the cost of such services in some one or more of the bid items listed in the bid schedule, as no separate payment will be made for contractors cost of this work.

The State will reimburse Railroad directly for all costs incurred by Railroad for protective services and devices. Cost of protective services and devices will be deducted from progress or final payments made to the contractor.

Billings against State and charges against contractor for protective services will be based on the rates of pay in effect at the time of the work for Railroad employees and various classes of labor actually used on the work for protection of Railroad and to which shall be added compensation insurance, vacation and holiday time, railroad retirement and unemployment taxes, accounting and billing charges, travel time and other costs incurred by Railroad in connection with such service.

Railroad Personnel: Following is a list of the numbers and classification of the Railroad employees that may be required by Railroad to perform flagging or related protective service during construction of the work described herein in the specification titled "Railroad Protective Service"; the applicable rates of base pay and overtime pay; additional charges, expressed either in dollars or in percentage values of pay rates, of allowances for vacations, railroad retirement and unemployment taxes, paid holidays, health and welfare insurance, compensation and liability insurance, and other similar allowances that are obligations of the Railroad; lists of head quarters of railroad employees to be utilized, and the costs for travel of such employees to the project site and return to headquarters; and cost for meals and other accommodations to be provided to railroad employees.

Information as to the Railroad employees which may be required to provide protection to Railroad facilities is as follows:

(a) Max. Number	(b) Classification	(c) Base Pay 8 Hours	(d) Headquarters
3	Pilot Conductors	$19.84 to $21.67	
1	Yard engine foreman	$22.74	
2	" " helpers	$21.47	
1	Section foreman	$18.74 to $21.00	
2	" laborers	$16.50 to $17.36	
1	B&B foreman	$21.86	
2	" carpenters	$19.28 to $19.76	

Notes: (a) A full flagging crew consists of three men, as indicated in above grouping. Under certain conditions, less than three men may be sufficient. (b) Shows base pay for normal eight-hour shift in effect on January 16, 1961. Normal overtime rate after eight hours is 1-1/2 times base rate.

Estimated costs for travel per employee from headquarters to job site and return is $______________________, per round trip.

No representations or guarantees are made by State that the classes of men listed above with rates of pay, etc., are those that will actually be assigned the work, as the nature and extent of protective service, personnel and other measures required will in all cases be determined by Railroads. Nothing in these specifications will limit, in any way, Railroads right to determine and assign the number of men, the classes of men for protective service or other protective measures it deems necessary.

Contractor shall have no claim against State nor Railroad in event the classes of men, rates of pay, etc., actually assigned the work and billed to the contractor are at variance in any way with the information listed herein.

Work by Railroad Company: Unless otherwise provided, Railroad will move telephone, telegraph, and signal lines to locations shown on the plans at expense of State. Any other moving to accommodate contractor's construction schedule, methods or equipment will be at the expense of contractor.

Railroad Protective Insurance: In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the contractor shall furnish Railroad Protective Insurance in favor of the Railroad and which policy or policies of insurance shall be in the railroad protective liability form as shown herein.

Such insurance shall be approved by said Railroad before any work is performed on railroad property, and shall be carried until work on railroad property under the terms of the contract is satisfactorily completed as determined by the engineer, and thereafter until all tools, equipment and materials have been removed from Railroad property and such property is left in a clean and presentable condition.

The railroad protective liability policy required herein, along with a certificate of contractor's public liability and property damage liability, and contractor's protective public liability and property damage liability insurance policies, required elsewhere in these special provisions shall be delivered to Railroad Superintendent, A. W. Kilborn, Union Station, Portland 9, Oregon, immediately upon award of the contract. Failure on the part of the contractor to furnish insurance satisfactory to Railroad will not be cause for waiving the workday count on the contract nor cause for an increase in time over the number of workdays stated in the contract.

One copy of a certificate of insurance for the railroad protective policy shall be delivered to the engineer.

Full compensation for all premiums which the contractor is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additonal premiums which may be required by extensions of the policies of insurance.

RAILROAD PROTECTIVE LIABILITY FORM

____
(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured:

Item 2. Policy Period: From ______________ to ______________ 12:01 A.M., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Limits of Liability		
		Each Person	Each Occurrence	Aggregate
A	Bodily Injury Liability	$250,000	$500,000	Not Applicable
B & C	Property Damage Liability and Physical Damage to Property	Not Applicable	$250,000	$500,000

Item 4. Name and Address of Contractor: ____________________

____

____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed: STATE OF OREGON, acting by and through its STATE HIGHWAY COMMISSION, Salem, Oregon.

Item 6. Designation of the Job Site and Description of Work:

For constructing State Highway in ____________________

County, between ____________________

and ____________________

Highway ____________________, Sections ____________________

Premium Bases	Rates per $100 of Cost Coverage A	 Coverages B&C	Advance Premiums Coverage A	 Coverages B&C
Contract Cost	$	$	$	$
Rental Cost	$	$	$	$

Countersigned ____________________ 19__ by ____________________

____
Title

POLICY

____
(Name of Insurance Company)

A ____________________
insurance company, herein called the company, agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declaration made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A--Bodily Injury Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B--Property Damage Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C--Physical Damage to Property.

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions.

(a) Insured.--The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor.--The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.

(c) Designated employee of the insured.--The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,

(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the site which are assigned exclusively to the Contractor, or

(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by governmental authority.

(d) Contract.--The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments.

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory.

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A(1), B and C. to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946), Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property owned by the named insured or leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12 apply to all coverages. Conditions, 3, 4, 5, 7, 8, 9, 10, 11 and 12 appy only to the coverage noted thereunder.)

1. Premium.--The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection.--The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability, Coverage A.--The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability, Coverages B and C.--The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the rsult of any one occurrence.

Subject to the above provisions respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss, is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests, Coverages A and B.--The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice.--In the event of an occurrence of loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal, Coverage C.--If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss, Coverage C.--The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee, Coverage C.--The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation.--In the event of any payment under this policy, the company shall be subrogated to all the insured's rights to recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance.--The insurance afforded by this policy is primary insurance.

15. Three-Year Policy.--A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each period.

16. Changes.--Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

17. Assignment.--Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured, Coverages A ad B.--The insured shall cooperate with the company and, upon the company's request attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company, Coverages A and B.--No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of theinsured the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C.--No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss, Coverage C.--In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

18. Concellation.--This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declarations.--By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the ____________________ Insurance Company has caused this policy to be signed by its president and

secretary at ____________________ and countersigned on the declarations page by a duly authorized agent of the company.

(Facsimile of Signature) (Facsimile of Signature)

____________________ Secretary

____________________ President

Article 1.7.12 "Damage to Railroads" (Supp. 7-60)

The provisions of this article are supplemented by the following additional provisions:

Insurance:

The contractor shall, in addition to other forms of insurance or bonds required under the terms of the specifications and contract, carry insurance of the kinds and with amounts hereinafter set forth, and such insurance shall be in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the Commission.

The contractor shall not commence work under the contract until he has obtained all insurance required under this specification.

One copy of a certificate of insurance for each policy shall be delivered to the engineer at the time of the execution of the contract.

Contractor's Public Liability and Property Damage Liability Insurance: The contractor shall, with respect to the operations he performs, furnish evidence to the engineer that he carries regular Contractor's Public Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of five hundred thousand dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of five hundred thousand dollars ($500,000) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work is subcontracted, the contractor shall require the subcontractor or subcontractors to carry equivalent Contractor's Public Liability and Property Damage Liability Insurance.

Contractor's Protective Public Liability and Property Damage Liability Insurance: The contractor shall, with respect to the operations performed for him by subcontractors, furnish evidence to the engineer that he carries in his own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total of five hundred thousand dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000) for all damages arising out of injury to or destruction of property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of five hundred thousand dollars ($500,000) for all damages arising out of injury to or destruction of property during the policy period.

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I-5-6(17)301

5868

February 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

In a recent letter you have forwarded technical comments of Mr. Champion regarding proposed lighting on the Morrison Bridge Interchange. Mr. Champion made inquiry as to the reason for the use of 6,800 lumen mercury vapor lamps. In some instances at the ramp terminals, the luminaires do interconnect into the city's circuits, and the lamp size indicated was necessary. The major reason for using the lower intensity lamp was the fact that a much more efficient light pattern was produced on the relatively narrow ramp decks. The use of the lower intensity lamps did shorten the spacing slightly; however, transverse spillage of light past the ramp decks was practically eliminated. It was felt that this reduction of wasted light was worth the slight increase in cost due to a smaller luminaire spacing.

It would be most appreciated if you would convey this information to Mr. Champion of your Regional Office to see if he concurs with out design.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Ivan D. Merchant

LDG:jv as

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JAN 27 196
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: January 26, 1961

By: A. F. Bester
A. F. Bester
Acting Division Engineer

FROM : ~~G. G. Polk~~, Division Engineer
08-35.2 Salem, Oregon

SUBJECT: Oregon I-5-6(-)301
Illumination Plans - Morrison Bridge Interchange

Preliminary plans for the illumination of the Morrison Bridge interchange were forwarded to this office with your letter of December 9.

The following comments about the proposed illumination are offered for your consideration.

> A review of the plan shows the proposed location and spacing of luminaires to be satisfactory for the delineation of the various ramps and points of channelization with 6800 lumen lamps. These lower intensity lamps require closer spacing of the lamp-posts to get an average 0.6 foot-candle of uniform illumination than the normally used 21,000 lumen lamp.
>
> Circuit diagrams are not shown on the drawing. However, we presume that the proposed bridge interchange lighting may be tied into the City of Portland's existing street lighting system for operation and maintenance by the City. If this assumption is correct, it could be that the City requested a low ampere lamp to work in an existing 3 ampere series street lighting system.
>
> If the proposed lighting is tied into the City's system, the cost of the additional poles and luminaires (due to closer spacing) would be offset by the saving made in not having to furnish a power supply (constant current transformer, etc.). On the other hand, if the lighting system is to have its own power supply, then we request that the State use a longer spacing between lamp-posts, the same as is done on regular highway lighting projects.

RECEIVED
JAN 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1961

SUBJECT: Freeway exit ramp vicinity of
Morrison St. & East Bank Freeway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

The Oregon State Highway Commission, at its meeting December 12 and 13, 1960, informed representatives of the Eastside Commercial Club in Portland that it would investigate the matter of a freeway exit ramp in the vicinity of Morrison Street and the East Bank Freeway. This matter has been studied and I am submitting herewith the following report:

The estimated total cost for such a ramp would be $228, 000. This cost includes grading, paving, structures, right-of-way, lighting, signing and landscaping.

I am enclosing herewith five copies of the design of the proposed exit ramp. The projected traffic assignment in the year 1975 would be 2, 000 vehicles per day -- 750 vehicles from the Mount Hood Freeway and 1, 250 vehicles per day from the Marquam Bridge, 30% of this volume being composed of commercial vehicles. The design hourly volume would be 10% of the projected a.d.t. It would not be necessary to add an additional lane to the East Bank Freeway through the weaving section. The necessary weaving length to handle the weaving traffic is 460 feet. The weaving length available is 970 feet.

It is my recommendation that the request of the Eastside Commercial Club be denied because of the following factors:

1. The projected traffic volume on this ramp is extremely low for this type of facility. An examination of the Portland freeway system reveals that 4, 000 vehicles per day is the lowest volume that has been provided for on any ramp.

2. This ramp exits into an area that has railroad tracks running in a north-south direction on S. E. Water, S. E. 1st, S. E. 2nd and S. E. 3rd Avenues. Any vehicle desiring to go to the east of S. E. 3rd Avenue would be routed across all these railroad facilities.

Bring up
March 1
FHB

3. The city of Portland is going to initiate a 7th-8th Avenue couplet and we have agreed to construct ramps to and from the Marquam Bridge into the 7th-8th Avenue couplet that will provide the same service as the proposed S.E. Taylor Street exit ramp, although the route would be more circuitous for vehicles destined to the area to the west of Union and Grand Avenues.

4. A single exit ramp has been proposed without the complement of the move thus requiring all vehicles leaving the area to use the 7th Avenue ramp as they would have to do under our existing proposal. To provide the complement move would be extremely expensive and would probably result in the removal of the City Fire Boat Station that was recently constructed at the foot of S.E. Main Street. No estimate or design was made of this complementary move.

5. The installation of this exit ramp would also present somewhat of a problem in that the distance for advance signing for vehicles desiring to go out the Banfield Freeway would be shortened to approximately 900 feet.

Mr. G.K. Attig has discussed this proposed exit facility with personnel of the Bureau of Public Roads and they have indicated that they do not look with favor upon such a proposal.

Tom Edwards
Construction Engineer

GKA:jp
Encl.

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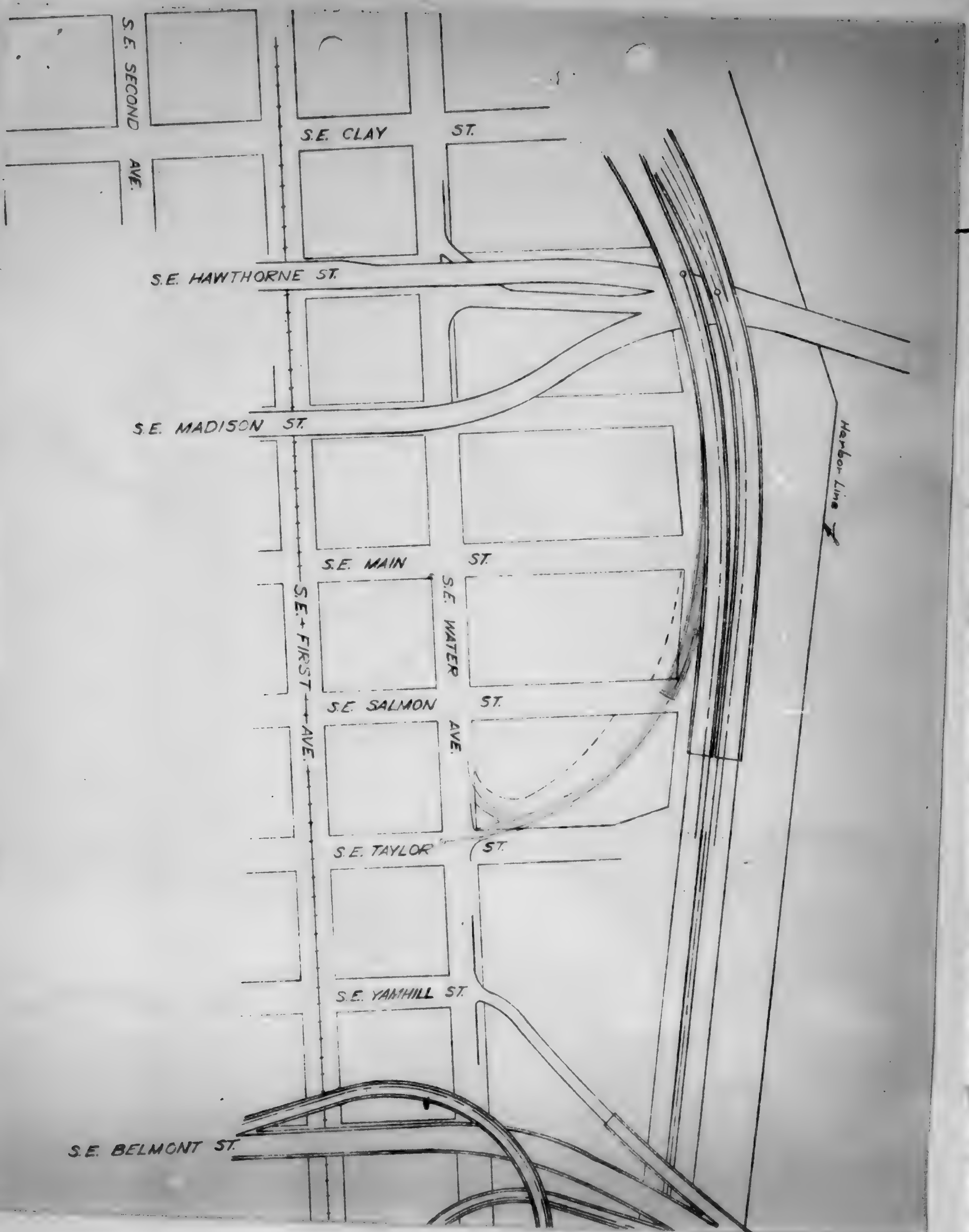
S.E. SECOND AVE.
S.E. CLAY ST.
S.E. HAWTHORNE ST.
S.E. MADISON ST.
S.E. MAIN ST.
S.E. WATER AVE.
S.E. FIRST AVE.
S.E. SALMON ST.
S.E. TAYLOR ST.
S.E. YAMHILL ST.
S.E. BELMONT ST.
Harbor Line

RECEIVED

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

December 23, 1960

C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

Oregon Project I-5-6(17)301
Minnesota Freeway
File 30169 (L-3507) Kerran

Our review of this case indicates that the State is proposing a right-of-way settlement of $190,000.00 for a taking of 2.2 acres from the property of Mr. Frank J. Kerran. Mr. Kerran is evidently asking an amount in excess of $297,000.00. The property has a semi-monopolistic location on the present Union Ave.-Denver Ave. Interchange and has certain peculiarities that evidently have resulted in a wide range of opinion as to the value of the taking.

We believe it would be helpful to your Legal Staff as well as this office to have more information from the State's fee appraisers concerning certain aspects of their appraisals. Therefore, we request the following information from the fee appraisers:

(A) In preparing their appraisals what facts or data was developed to indicate that the property is presently developed to its highest and best use?

(B) Great emphasis was placed on the income approach in valuing this property. Further explanation is needed from the appraisers as follows:

(1) Support and explanation is needed concerning the various capitalization rates used on the apartments, service station, trailer park, grocery store and signboards. In other words, how were the capitalization rates determined.

(2) Comment on the use of an over-all capitalization rate which provides for recapture of investment and is applied to land and improvements as a unit. It was our thought that the building residual process might be more applicable.

(3) Expense estimates should be broken down in detail. One of the appraisals fails to make a breakdown.

(4) Comments on the vacancy rates, particularly on the apartments, would be helpful. What was the vacancy situation at the time of appraisal and what projection was made of such data.

(5) Comment on the lease terms concerning the Shell Service Station, particularly the question of maintenance responsibility as it would affect the net income for capitalization purposes.

(6) Comment on the capitalization of signboard income which results in a value of $15,000.00. While the signboard is physically taken an excellent site remains for a new signboard. Would the depreciated cost of a new signboard be a better measure of the taking?

(C) Neither of the appraisals include sales data to support the apartment valuations except for land sales. Such data would be helpful in determining the reliability of the income approach. The value placed on the service station site would be better supported if sales of service station sites were included. None were included in either appraisal.

In addition a legal opinion will be needed as to whether or not $2,700.00 worth of equipment, included in the review appraisal of $190,000.00, is considered real or personal property under Oregon Law.

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 15, 1960

REFERRED TO
Cooper
By State Highway Engineer

Mr. Wm. A. Scott, President
Oregon Trucking Associations, Inc.
Suite 2307 Lloyd Center
Portland 12, Oregon

Dear Mr. Scott:

This is to acknowledge your letter of December 13 requesting that an exit be provided for northbound traffic from the East Bank Freeway between the Hawthorne and Burnside Bridges.

A delegation appeared before the Highway Commission on December 13 concerning this matter, and Mr. W. C. Williams, State Highway Engineer, explained to them that the problem is one of design complicated by railroads and other features, and that the proposal submitted by the delegation did not meet interstate standards so, therefore, could not be approved by the Bureau of Public Roads. He did indicate, however, that further investigation would be made concerning an off-ramp in the vicinity of Morrison Street.

Copies of your letter are being forwarded to the members of the State Highway Commission and to Mr. W. C. Williams, State Highway Engineer.

Very truly yours,

Floyd Query

Secretary
OREGON STATE HIGHWAY COMM.

FQ:mc

cc: Commissioners
W. C. Williams ✓

ring up
Feb 15

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[illegible]

OREGON
TRUCKING ASSOCIATIONS, Inc.
ATlantic 8-5765 SUITE 2307 LLOYD CENTER PORTLAND 12, OREGON

December 13th, 1960

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

The Oregon Trucking Associations feels it is vital for the good of the businesses it serves that an exit be provided for northbound traffic from the new Eastbank freeway between the Hawthorne and Burnside Bridges.

As the present plans show, there are only two out-of-the-way routes to get to the warehouse and distribution center between S.E. Division and Burnside Streets from the freeway systems. The two routes are (No. 1) by way of S.E. 8th Street - off-ramp from the Markham Bridge, and (No. 2) by way of Harbor Drive, Front Street and Morrison or Hawthorne Bridges.

The first method provides a slow and hazardous route through narrow streets not properly designed for truck transportation. Method No. 2 eliminates the benefits to our industry which the freeway is supposed to provide by not allowing us to use the freeway to the stated area and in its place we must use the makeshift route through downtown traffic.

The trucking industry respectfully petitions, in the public interest, your consideration for proper outlets in order that we might better serve one of the two largest trucking areas in Portland.

Respectfully submitted,

W A Scott

Wm. A. Scott
President

WAS/br

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DEC 14 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

I-5-6(17)301

5888

STATE HIGHWAY COMMISSION MEETING

Delegation Eastside Commercial Club, Portland, re egress from the East Bank Freeway in Portland.

Date December 13, 1960

Time 11:00 a.m.

Name	City or Town	Capacity
Jack H. Burns(speaker)	Portland	Eastside Comm. Club, Chrmn Hwy. Committ
K. F.Schumann	Portland	Eastside Commercial Club, John Deere Co.
E.A.Tibbits	"	" Sears & Roebuck
John I.Sell	"	" 1st Nat.Bank
J.R.Brewer	"	" Sears & Roebuck
Earl Bolliger	"	Pres. " Weatherly Bldg.Interest
Ernest Schmitz	"	" U.S.Nat.Bank
Mel Gordon	"	" Standard Battery Mfg. Co

AGENDA
DEC 13 1960

* 11 00 DEL

December 8, 1960

Eastside Commercial Club
510 S. E. Morrison
Portland, Oregon

Attention: Mr. F. F. Wolfer

Dear Mr. Wolfer:

This is to confirm our telephone conversation today in which you requested an appearance for your group before the State Highway Commission.

The next Highway Commission meeting will be held in Room 419 of the State Highway Building, Salem, on December 12 and 13. Delegations will be heard on Tuesday, December 13, and 15 minutes have been reserved for your group, beginning at 11:00 a.m.

It is our understanding that you want to discuss egress from the East Bank Freeway in the City of Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Commissioners
Mr. W. C. Williams

CWH:fp

D

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DEC 8 - 1960
FOR FILING

Salem, Oregon
Dec. 8, 1960

Mr. Floyd Query
Office

At 10:00 a.m., Mr. F. F. Wolfer of the Eastside Commercial Club, 510 S. E. Morrison, Portland, telephoned stating that he had talked to you the other day regarding their group appearing before the Highway Commission next Tuesday morning. He stated that they do want to appear before the Commission regarding egress from the East Bank Freeway in Portland. He said there would be approx. ten businessmen, headed by Jack Burns.

He also mentioned that there had been correspondence pertaining to this subject.

C. W. Head

CWH:fp

10:30 AM 12-6

Mr Cooper,

Fred Wolfer Secty of Portland Eastside Coml Club phoned re approaches to E Bank Freeway — he mentioned 7 Ave & wanted to appear before the Hwy Com.

After talking with him it appeared that their problems have not yet been resolved at the engrg level. He said he would ask their President to contact you. If they still wish to appear you can let me know.

F Quay

EAST SIDE Commercial Club
BE 2-7155 PORTLAND 14, OREGON WEATHERLY BUILDING
610 S. E. MORRISON STREET

December 12, 1960

State Highway Commission
State Highway Department
Salem, Oregon

Gentlemen:

It is the East Side Commercial Club's purpose to present to you sound reason to support the vital need of proper northbound egress from the East Bank Freeway between the Marquam and Burnside Bridges in the City of Portland. It is our opinion that this can be best accomplished near the Morrison Bridge area.

After careful study by our highway committee and upon extensive consultation with City of Portland officials, it was felt that a major bottleneck was being created which would cause grave damage to the second largest business district in the City of Portland, namely the Central Eastside. Thereupon, the East Side Commercial Club petitioned the Oregon State Highway Department asking that proper northbound egress be incorporated in the plans for the East Bank Freeway at Taylor or Yamhill Streets. In addition, Mr. Fowler, the City of Portland's coordinator verbally interceded in the City of Portland's behalf with the Highway Department for the same purpose. The Highway Department declined our petition on May 18th, 1960 and again on June 16th, 1960 in letters from Mr. W. C. Williams.

Our highway committee again has made further study which have produced further facts which we believe have been overlooked in this complexed situation. Here is the problem:

1. Many major changes have been made since the public hearing in 1957 on the East Bank Freeway. At that time, the Marquam Bridge location was to be further south, and fast access to the Central East Side area came directly off of the Marquam Bridge by ramps to Grand Avenue and an on Ramp from Union Avenue. These streets are wide streets to take the flow of heavy passenger traffic and truck traffic. Now, changes have been made whereby, the Marquam Bridge will be higher and further North of the first location. The off and on ramps now go south off of the Marquam Bridge and then turn North to connect with Seventh Street and a very narrow 8th Street as an off ramp.

2. There are no Northbound outlets from the East Bank Freeway for a distance of fourty one blocks or two and one fourth miles through the largest business area served by the East Bank Freeway, the Banfield Freeway or the Baldock Freeway. The next egress northbound is at Weidler Street near the new E. R Center.

3. The Central Eastside area bounded by Hawthorne Blvd. on the South, the Willamette river on the West, 10th Avenue on the East and Oregon Street on the North includes 186 warehousing and distributing companies, three banks, large department stores, hundreds of retail establishments, major office buildings, trucking companies, the produce center of Portland and numerous service companies. The total value of business in this area is reliably estimated to be $410,000,000 and is the second largest business area in Portland.

4. This area due to many warehouses, distributing firms and large department stores is the immediate terminal for much of Portland's interstate and intrastate commerce, which means that hundreds of trucks each day come into this area from the south. In order to arrive at the final destination, these trucks will have to use, as pointed out in Mr. William's letters, either the S. E. 8th Street egress or Harbor Drive via Clay Street ramp, Front Street and then to the Hawthorne or Morrison Bridges. Each of these two routes are extremely hazardous for truck traffic. The 8th Street exit is far from the area of final destination for trucks, thus it requires the trucks to proceed north through a maze of narrow streets for fifteen to fourty blocks, and then towards the river across two busy arteries, Grand and Union Avenues. It is our belief, this would create a very hazardous condition. The second route referred to by the Highway Department would be equally hazardous. At the present time trucks are taking some what of a similar route with one exception. This exception is the S. W. Clay Street ramp from Harbor Drive. Today, you will not find trucks using this ramp because of the dangerous 90 degree turn which is necessary at the end of the ramp to get on to Front Street. The trucks can now come directly off of Harbor Drive on to Front Street in the vicinity of S. W. Sheridan Street. This will not be possible when the new Banfield Freeway connection is made to Harbor Drive for then the Clay Street ramp will be a manditory route. At the present time the Clay Street ramp can not handle the traffic at peak hours and if truck traffic is added to its burden, we predict traffic will back up at times causing congestion on Harbor Drive.

5. From a Civilian Defense standpoint we feel it is vitally necessary to have egress as we have stated. In case of catostrophe in the Central east side area, rapid access to the area could be impaired from the south.

EAST SIDE Commercial Club

BE 2-7155 PORTLAND 14, OREGON WEATHERLY BUILDING
510 S. E. MORRISON STREET

6. Much of the Central East Side area is made up of business and offices. It is our belief that 30 % of the northbound freeway passenger car traffic will be coming into this area. Again, we believe the egress now planned is not sufficient to serve the need and will cause unwarranted traffic congestion on the narrow east side streets. Neither will the present plan provide the fastest route for the general public causing the loss of many man hours of time and consequently the loss of many dollars.

7. Competent opinion has been expressed that property values in the affected area would be substantially depressed by resulting isolation because of lack of proper egress.

8. When, in the future, the Mt. Hood Freeway will be tied into the East Bank Freeway, this situation will be further complicated because such traffic coming from the east will not be able to use the ramps onto 7th and 8th streets and this traffic will have no egress until Weidler Street. The Central East Side would then be cut off completely from the South East.

The problem has been stated. We feel the solution can possibly be simple. Originally, it was the request of the East Side Commercial Club, that possibly the egress would be at Yamhill or Taylor Streets. Since that time, it has been suggested by competant authority that it could possibly be cheaper and more easily done if the exit were to be at Morrison Street under the present bridge. This area has been checked and it appears to have very fine possibilities. The grade level of the freeway is only 6 ft. above the access street level and it appears that 700 or 800 feet in length could be provided easily and cheaply to establish a deceleration lane twelve feet wide. The cost has been reliably estimated at between $35,000 to $50,000. Such cost, even if higher, would be very small indeed to the loss of property values if the egress were not created.

Thank you for your kind attention and for the time you have given us. We hope this clearly expresses a very serious problem of the people of Portland.

Respectfully submitted,

The East Side Commercial Club
Earl Bolliger
President
Earl Bolliger

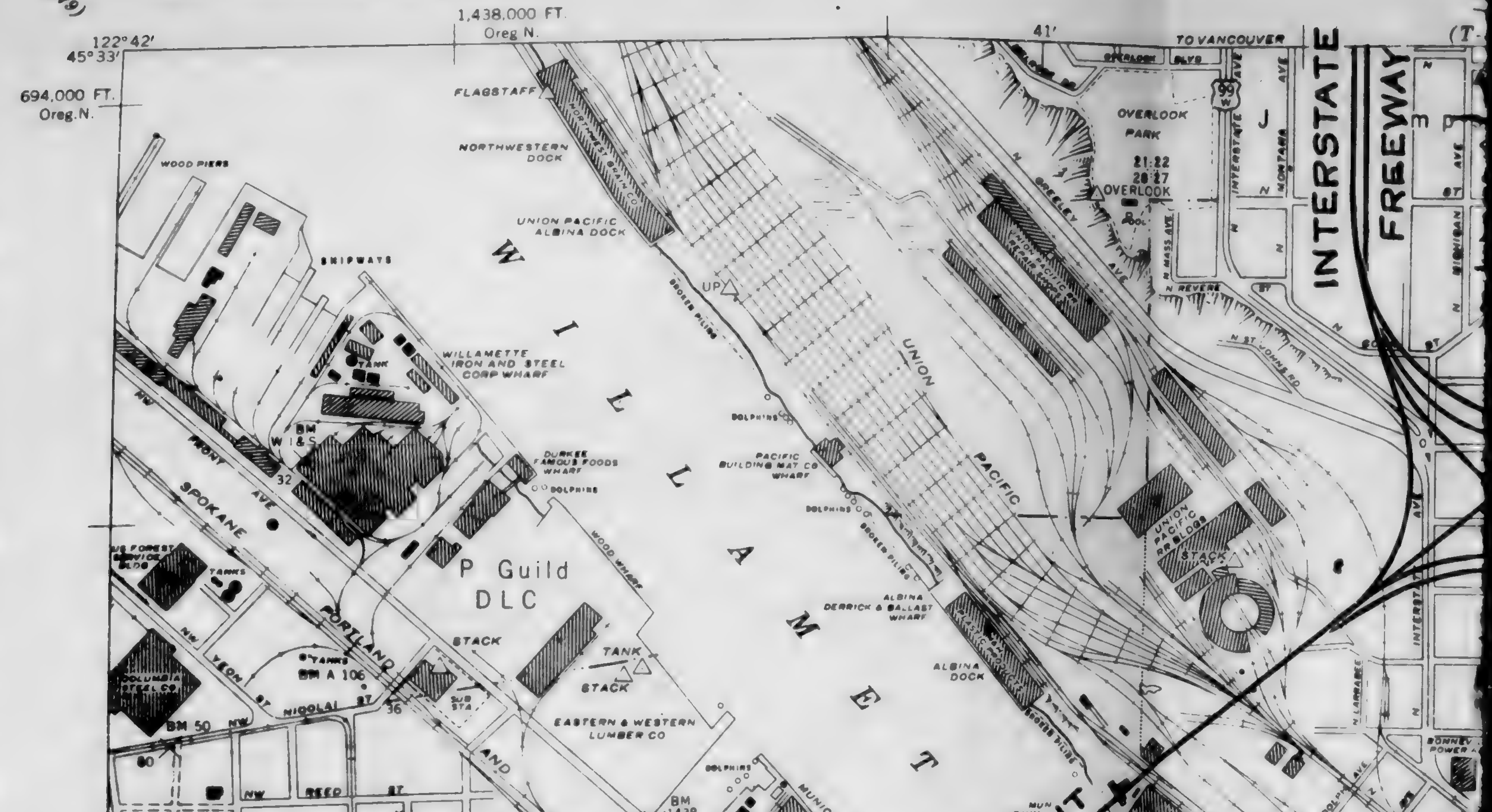
Jack Burns
Chairman, Highway Committee
Jack H Burns

Ernest Schmitz
Chairman, City and County Affairs

UNITED STATES
DEPARTMENT OF COMMERCE
COAST AND GEODETIC SURVEY

(T-8679)

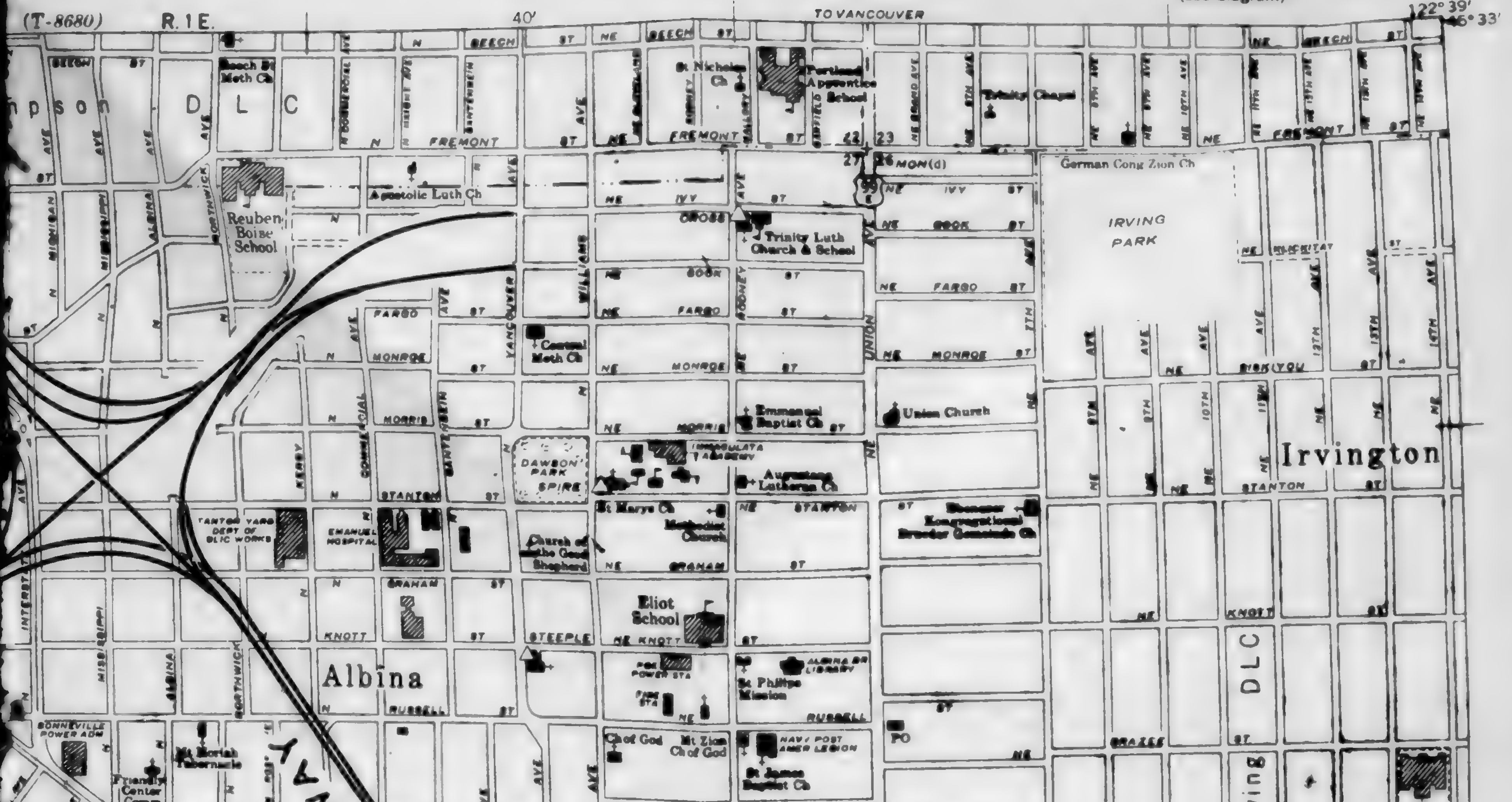
PLANIME

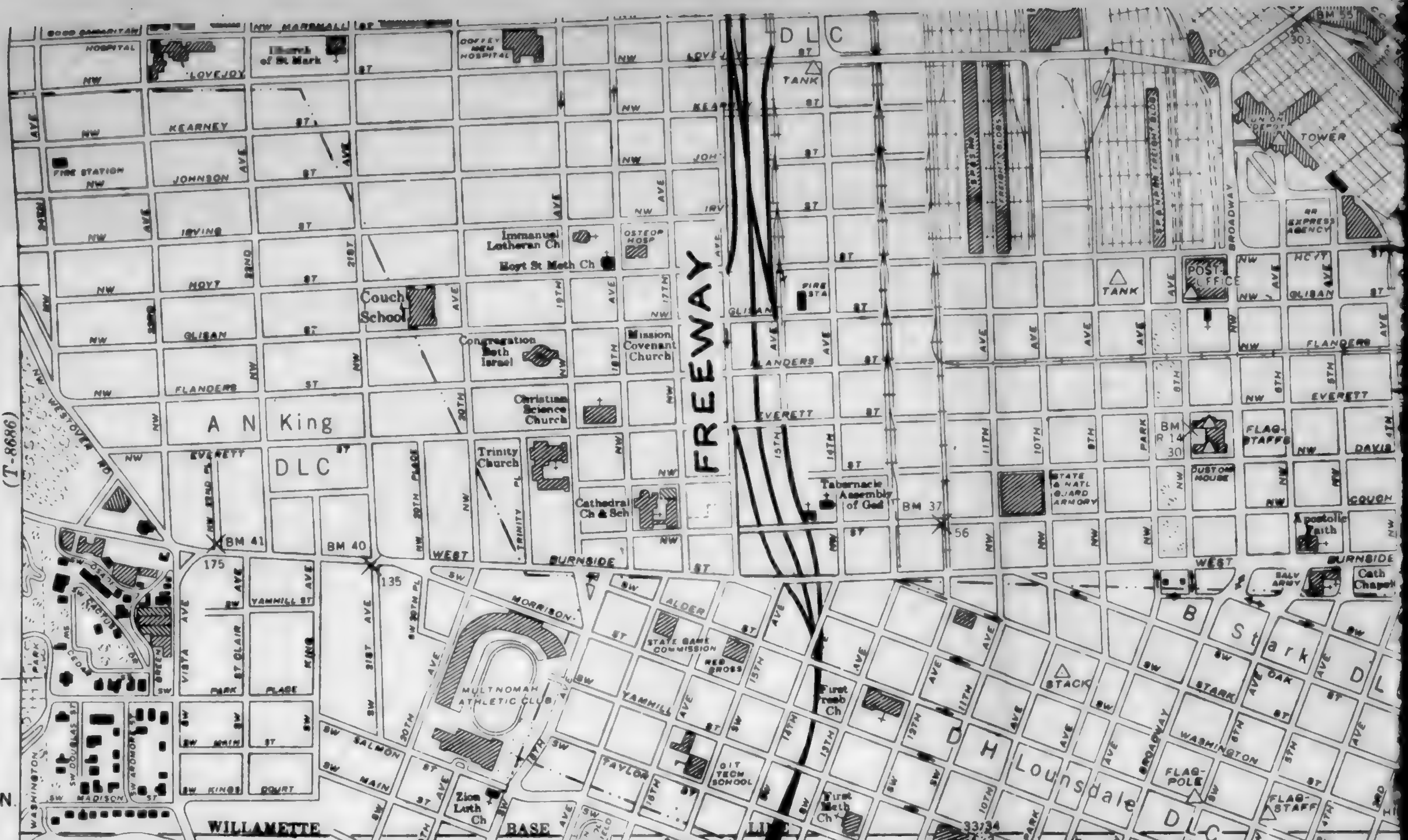


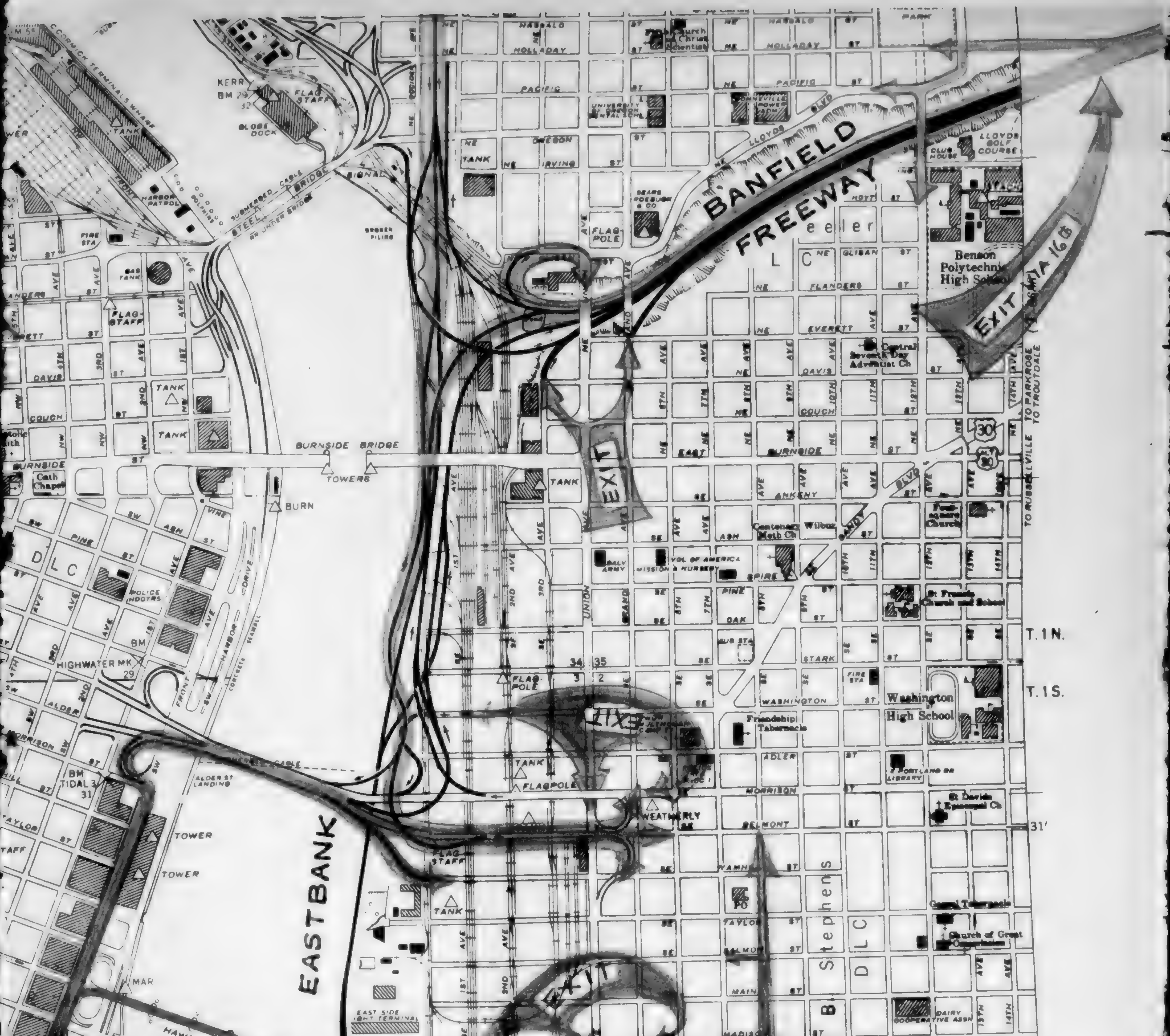
METRIC MAP

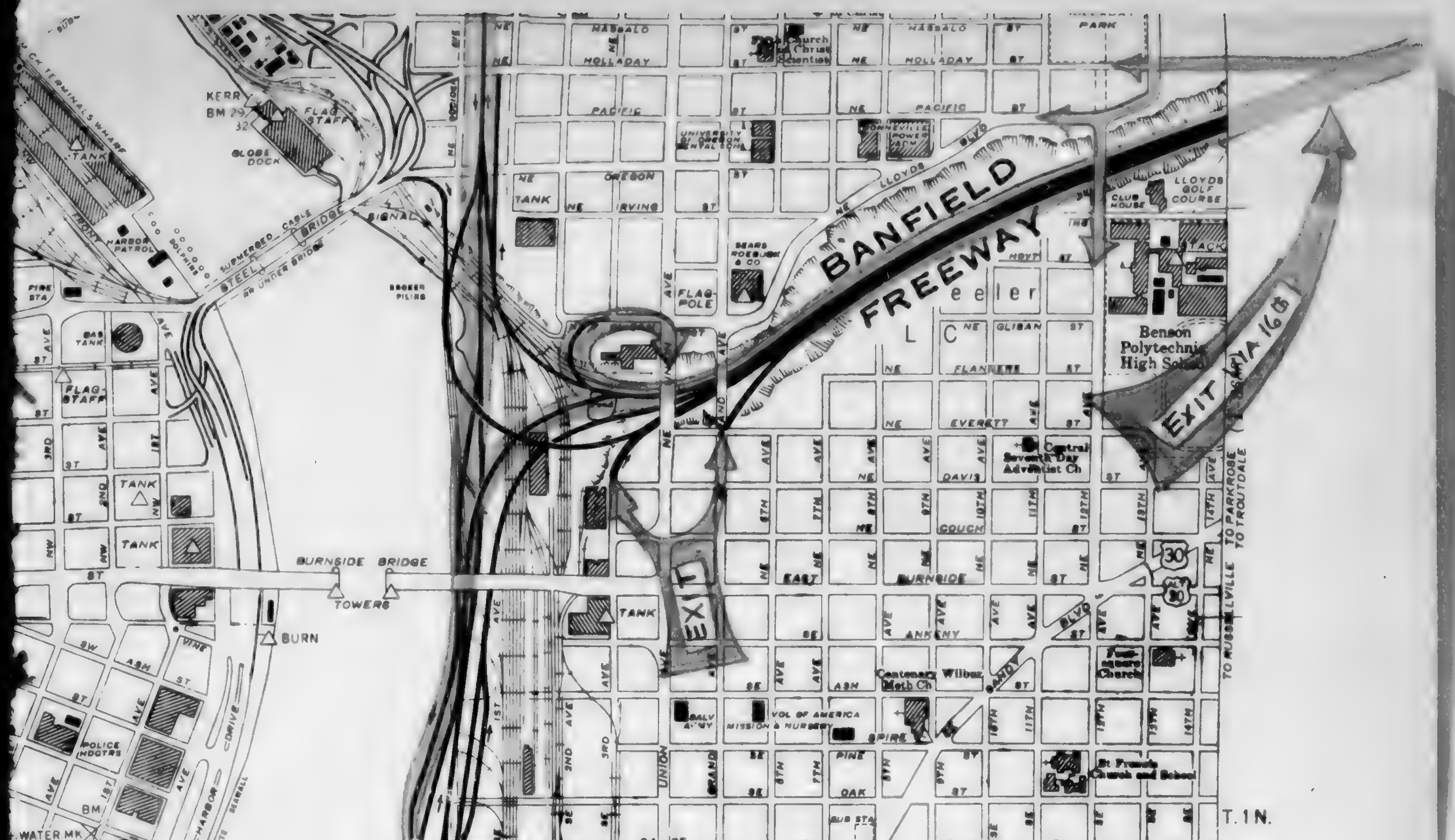
OREGON
MULTNOMAH COUNTY
(MULTNOMAH-CLACKAMAS GAME REFUGE)
PORTLAND No. 22
(see diagram)

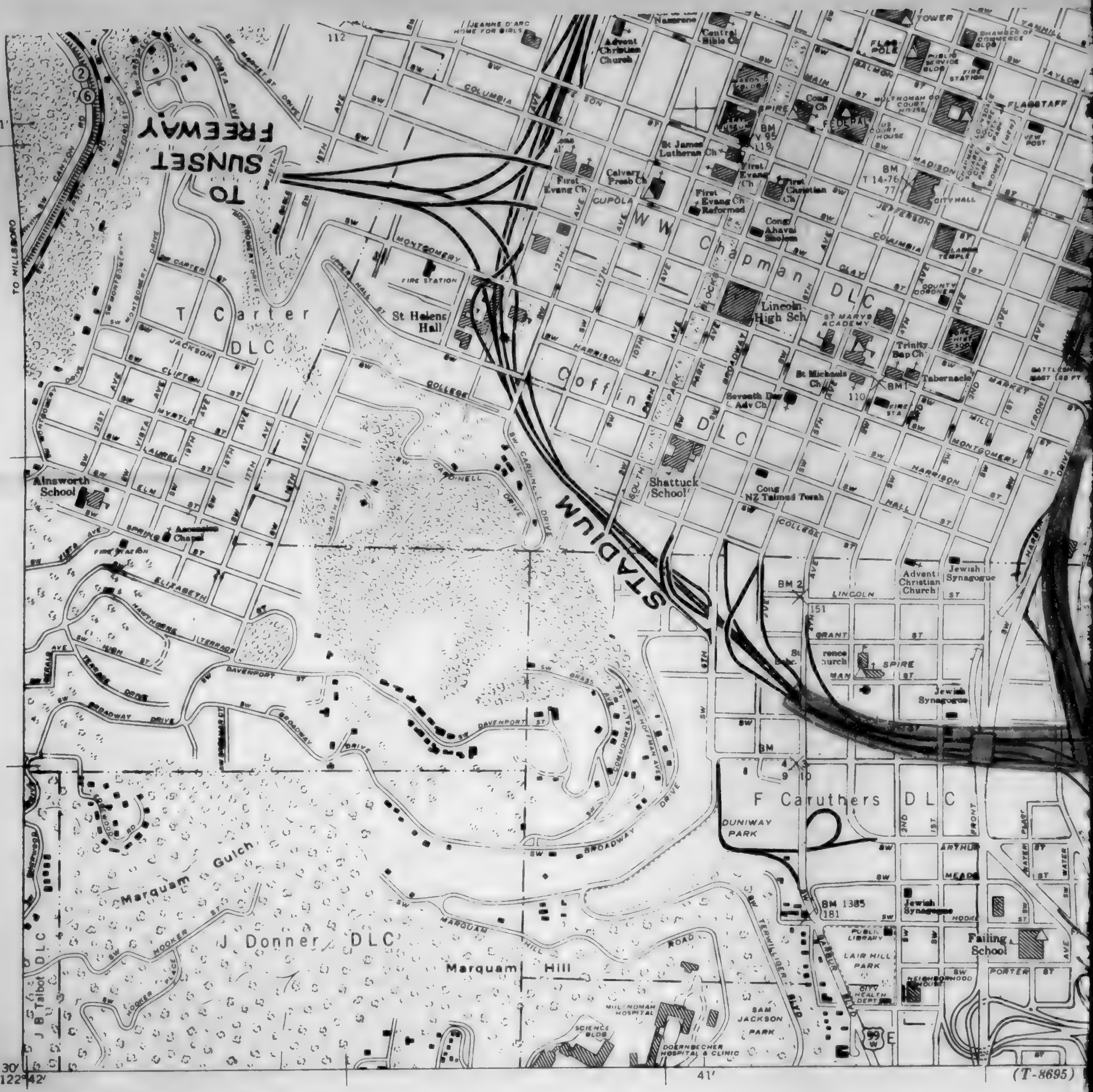
(T-8681)



FREEWAY
TO SUNSET FREEWAY
A N King DLC
D H Lounsdale DLC
W W Chapman DLC
T Carter DLC
Coffin DLC
B Stark DLC
DLC
WILLAMETTE BASE LINE
T.1N.
T.1S.
31'
(T-8886)
TO HILLSBORO
Good Samaritan Hospital
Church of St Mark
Coffey Mem Hospital
Fire Station
Immanuel Lutheran Ch
Osteop Hosp
Hoyt St Meth Ch
Couch School
Congregation Beth Israel
Mission Covenant Church
Christian Science Church
Trinity Church
Cathedral Ch & Sch
Tabernacle Assembly of God
Fire Sta
Tank
Post Office
Union Depot
Tower
RR Express Agency
Flagstaff
Custom House
State & Natl Guard Armory
Apostolic Faith
Salv Army
Cath Chapel
Multnomah Athletic Club
State Game Commission
Red Cross
Stack
First Presb Ch
Girl Tech School
Zion Luth Ch
First Meth Ch
Central Library
First Baptist Ch
First Ch of the Nazarene
Central Bible Ch
Advent Christian Church
Dept of Streetcleaning
Jeanne D'Arc Home for Girls
Chapman Laboratory
Spire
YWCA
Dome
Chamber of Commerce Bldg
Flagpole
Public Service Bldg
Fire Station
Multnomah Co Court House
Federal
US Court House
Masonic Temple
Cong Ch
St James Lutheran Ch
First Evang Ch
Calvary Presb Ch
First Christian Ch
First Evang Ch Reformed
Cong Ahavai Sholom
City Hall
Labor Temple
County Coroner
Lincoln High Sch
St Marys Academy
Trinity Bap Ch
Tabernacle
St Michaels Ch
Seventh Day Adv Ch
St Helens Hall
Fire Station
VFW Post
Cupola
BM 41
175
BM 40
135
BM 37
56
BM 1372
204
BM 1370
112
BM F100
47
BM V 95
119
BM T 14-76
77
BM R 14
30
BM 1
110
33
34
3
BM 55
303
NW Marshall
NW Lovejoy St
Kearney St
NW Johnson St
NW Irving St
NW Hoyt St
NW Glisan St
NW Flanders St
NW Everett St
NW Davis
NW Couch
West Burnside St
SW Morrison
SW Alder St
SW Yamhill
SW Taylor
SW Salmon
SW Main St
SW Madison
SW Jefferson
SW Columbia
SW Clay
SW Market St
SW Harrison
SW College
SW Montgomery
SW Mill St
SW Stark
SW Washington
SW Oak
Broadway
Park
SW Vista Ave
SW St Clair Ave
SW King
SW Park Place
SW Kings Court
SW Jackson St
SW Clifton St
SW Myrtle St
SW Laurel
SW Market St Drive
SW Montgomery Drive
SW Carter
Canyon Rd
Front
1st
2nd
Westover Rd
Willamette Ave
Battleship Oregon
2
6


BANFIELD
FREEWAY
EXIT
EXIT
EXIT
EXIT
EXIT VIA 16th
EASTBANK
BURNSIDE BRIDGE
HAWTHORNE BRIDGE
STEEL BRIDGE
Benson Polytechnic High School
Washington High School
Friendship Tabernacle
Centenary Wilbur Meth Ch
St Francis Church and School
Central Seventh Day Adventist Ch
St Davids Episcopal Ch
Church of Christ Scientist
DAIRY COOPERATIVE ASSN
WESTERN STATES COLLEGE
SEARS ROEBUCK & CO
LLOYDS GOLF COURSE
HOLLADAY PARK
HASSALO
HOLLADAY
PACIFIC
OREGON
IRVING
LLOYD BLVD
HOYT
GLISAN
FLANDERS
EVERETT
DAVIS
COUCH
BURNSIDE
ANKENY
ASH
PINE
OAK
STARK
WASHINGTON
ALDER
MORRISON
BELMONT
YAMHILL
TAYLOR
SALMON
MAIN
MADISON
HAWTHORNE BLVD
MARKET
SANDY BLVD
UNION AVE
GRAND AVE
J B Stephens D L C
D L C
TOWERS
TANK
FLAGPOLE
FLAGSTAFF
WEATHERLY
TOWER
T.1N.
T.1S.
34 35
3 2
BM 34
30
TO RUSSELLVILLE TO PARKROSE TO TROUTDALE
EAST SIDE FREIGHT TERMINAL
POLICE HDQTRS
HIGHWATER MK 29
Cath Chapel


BANFIELD
FREEWAY
EXIT
EXIT VIA 16th
EXIT
EXIT
EASTBANK
BURNSIDE BRIDGE
HAWTHORNE BRIDGE
TOWERS
BURN
Benson Polytechnic High School
Washington High School
Friendship Tabernacle
Central Seventh Day Adventist Ch
Centenary Wilbur Meth Ch
St Francis Church and School
Foursquare Church
St Davids Episcopal Ch
Central Tabernacle
Church of Great Commission
Dairy Cooperative Assn
Western States College
E Portland Br Library
Fire Sta
PO
Weatherly
East Side Freight Terminal
Lloyds Golf Course
Club House
Sears Roebuck & Co
Bonneville Power Adm
University of Oregon Dental School
First Church of Christ Scientist
Police Hdqtrs
Harbor Patrol
Globe Dock
Kerr
Tank
Flagstaff
Flagpole
Tower
Anchored Floats
Water Mk
Hassalo
Holladay
Pacific
Oregon
Irving
Lloyds Blvd
Glisan
Flanders
Everett
Davis
Couch
East Burnside
Ankeny
Ash
Pine
Oak
Stark
Washington
Alder
Morrison
Belmont
Yamhill
Taylor
Salmon
Main
Madison
Hawthorne Blvd
Clay
Market
Sandy Blvd
Union Ave
Grand Ave
Front Ave
Harbor Drive
T.1N.
T.1S.
To Russellville
To Parkrose
To Troutdale
30
J B Stephens DLC
Wheeler DLC



(T-8694)

(T-8695)

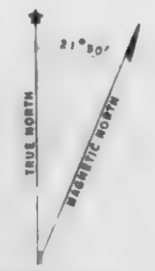
Mapped by the U. S. Coast and Geodetic Survey, 1946.
Compiled from 1945 aerial photographs. Field edit 1946.
Control by U.S.C &G.S., U.S.G.S., U.S.E.,
Portland and Ore. St. Hwy. Dept.
⊙Recoverable station of less than third-order accuracy.
(d) Description available.
D.L.C.=Donation land claim.
L.C. =Preemption, timber, or mineral land claims.
Gray tint indicates areas in which only landmark buildings are shown.

ROAD CLASSIFICATION

DEPENDABLE, HARD-SURFACED .... ━━━━
SECONDARY HARD-SURFACED .... ━ ━ ━
SECONDARY, LOOSE-SURFACED, GRADED .. ═══
UNIMPROVED, DRY WEATHER .... = = = =

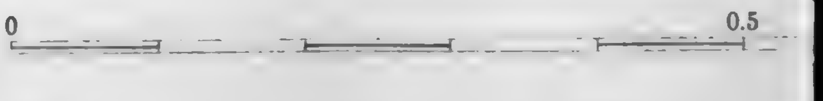
(30) *U. S. HIGHWAY* ⑧ *STATE HIGHWAY*

THIS MAP COMPLIES WITH THE NATIONAL MAP ACCURACY REQUIREMENTS

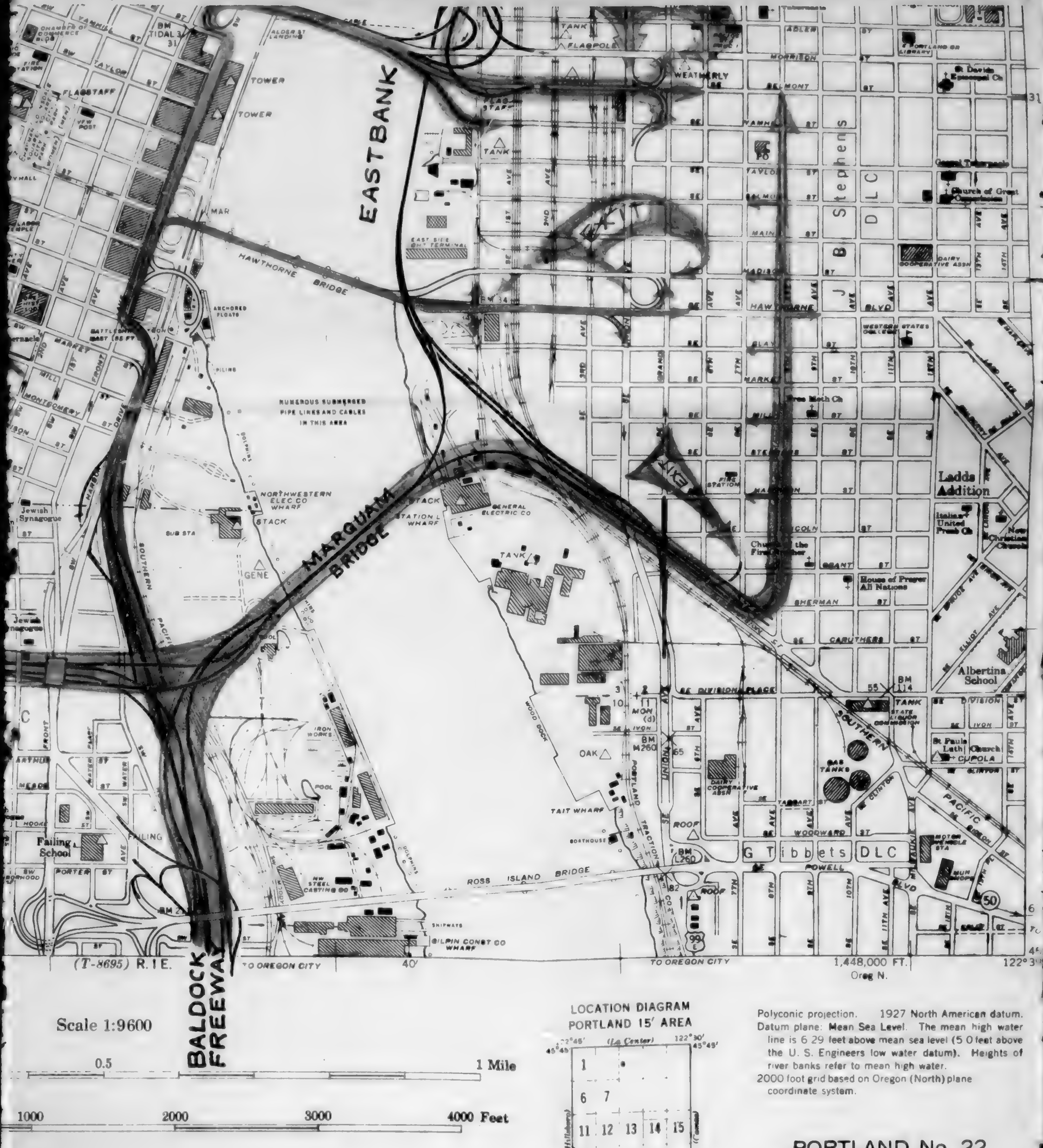


APPROXIMATE MEAN
DECLINATION 1947
ANNUAL MAGNETIC CHANGE 3′
DECREASE

Scale 1:960



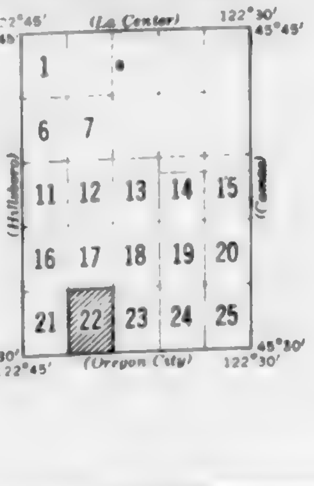
PUBLISHED AND DIST
BY THE U S COAST AND GE
EDITION OF 1



Scale 1:9600

PUBLISHED AND DISTRIBUTED
BY THE U. S. COAST AND GEODETIC SURVEY.
EDITION OF 1947

LOCATION DIAGRAM
PORTLAND 15' AREA

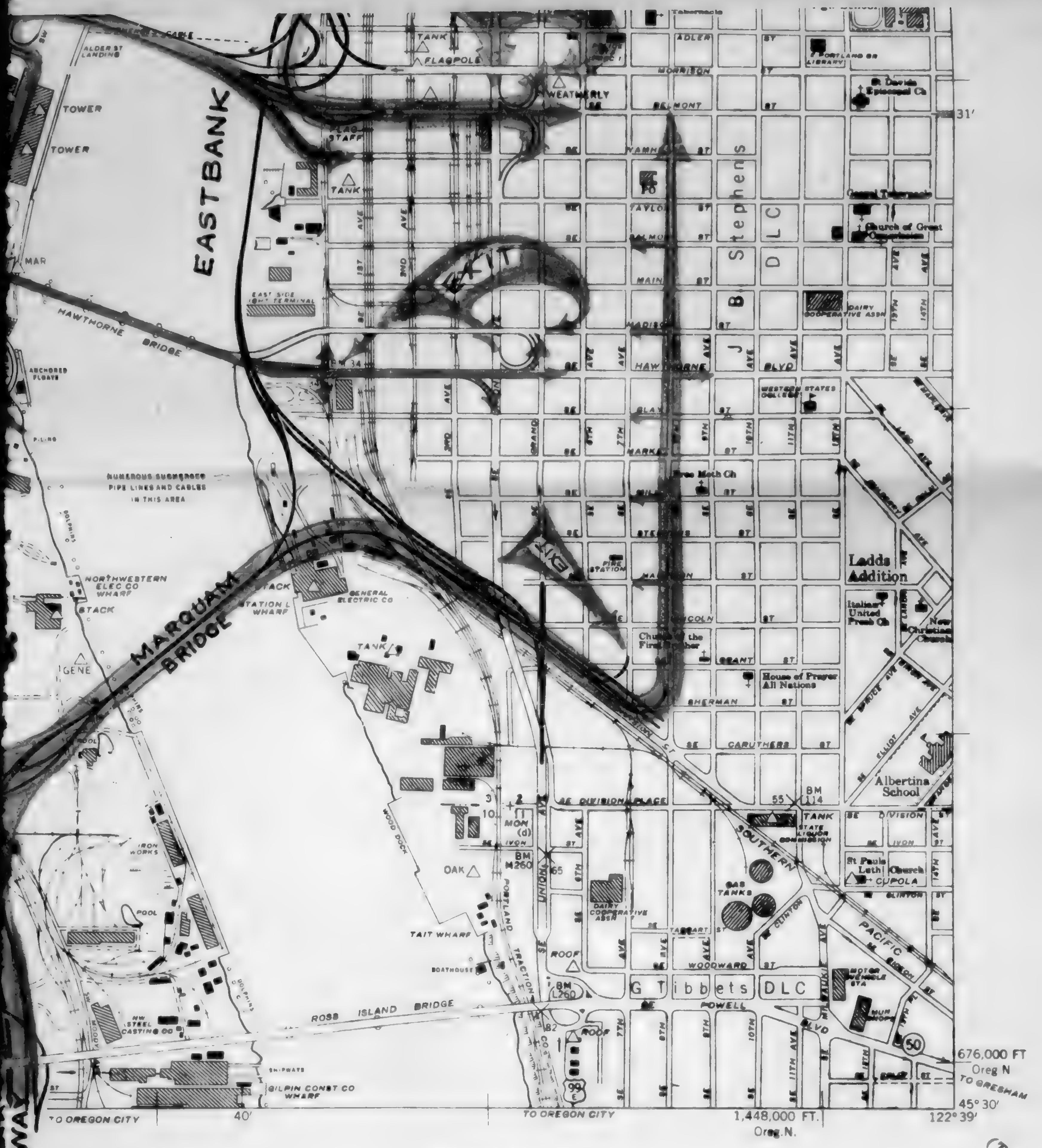


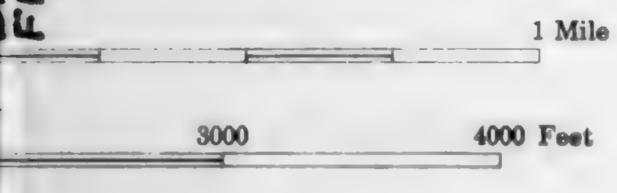
Polyconic projection. 1927 North American datum. Datum plane: Mean Sea Level. The mean high water line is 6.29 feet above mean sea level (5.0 feet above the U. S. Engineers low water datum). Heights of river banks refer to mean high water. 2000 foot grid based on Oregon (North) plane coordinate system.

PORTLAND No. 22
OREGON
N4530-W12239/3
T-8687

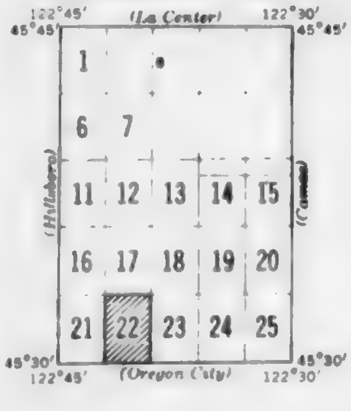
Price 25 cents

Freeway System Revised Dec. 19





LOCATION DIAGRAM
PORTLAND 15′ AREA



Polyconic projection. 1927 North American datum.
Datum plane: Mean Sea Level. The mean high water line is 6.29 feet above mean sea level (5.0 feet above the U. S. Engineers low water datum). Heights of river banks refer to mean high water.
2000 foot grid based on Oregon (North) plane coordinate system.

PORTLAND No. 22

OREGON
N4530-W12239/3
T-8687

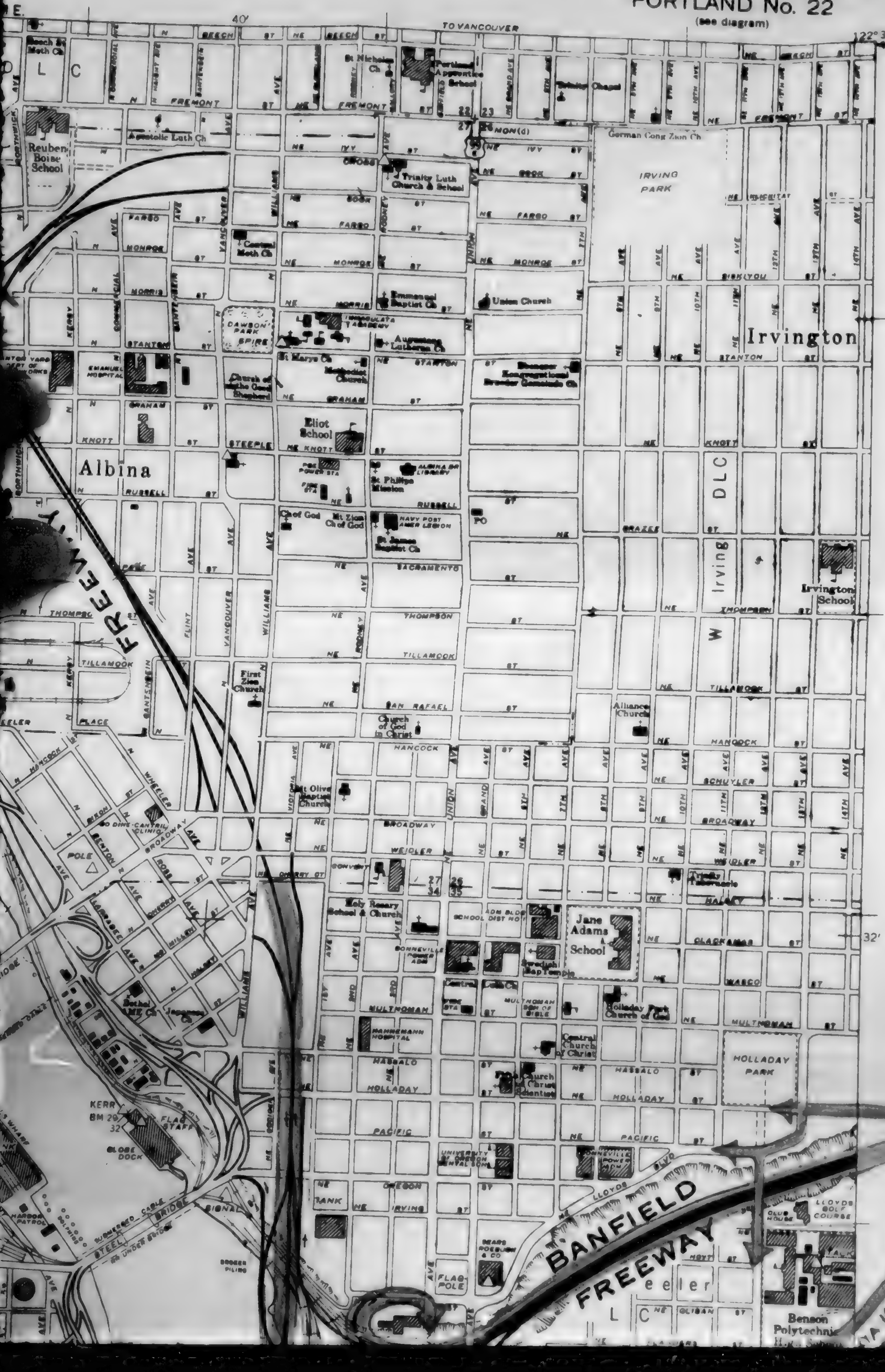
Price 25 cents

Freeway System Revised Dec. 1960 AB

AP

OREGON
MULTNOMAH COUNTY
(MULTNOMAH-CLACKAMAS GAME REFUGE)
PORTLAND No. 22
(see diagram)

(T-8681)



RECEIVED
[illegible] 1960
FOR FILING

I-5-1(11) [illegible]

[illegible]

December 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

There are attached plans of illumination pole footing locations for the Morrison Street Interchange on the East Bank Freeway in Portland. These pole footing locations are being submitted to you at this time for preliminary approval. It is contemplated that, at such time as the East Bank Freeway is completed, lineal illumination will be installed. This is based on the fact that the design of the future facility and anticipated traffic volumes are such that lineal illumination will be mandatory.

As a part of this future plan, it is proposed to install, as a portion of the structure contract, the necessary anchor bolts and conduit. These are being submitted at this time since the structural design in the near future will be at that point at which the footings should be incorporated into the design.

Your early attention to this matter will be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

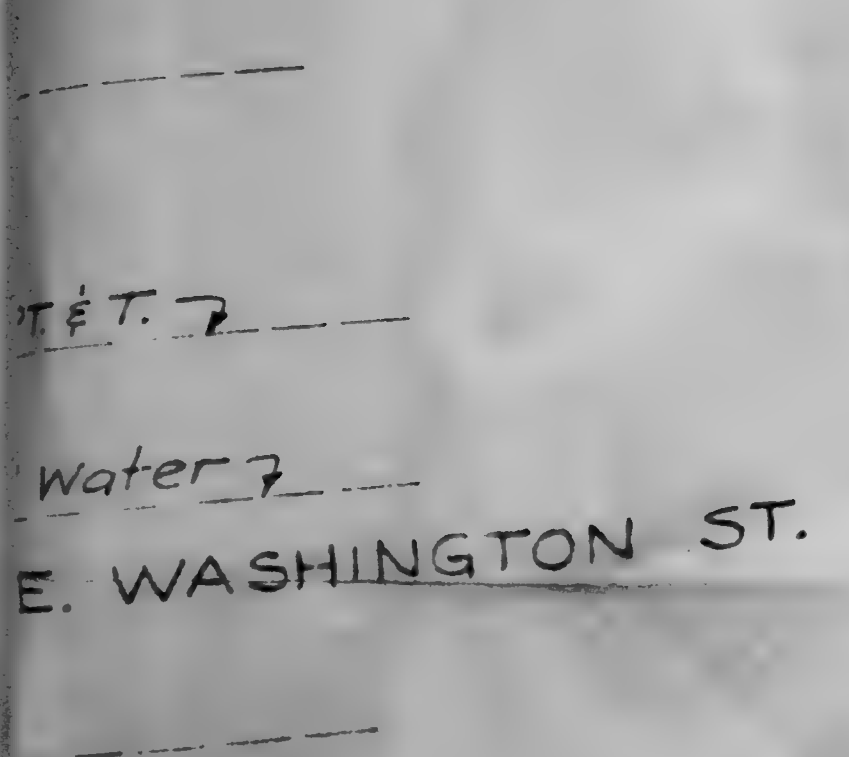
By

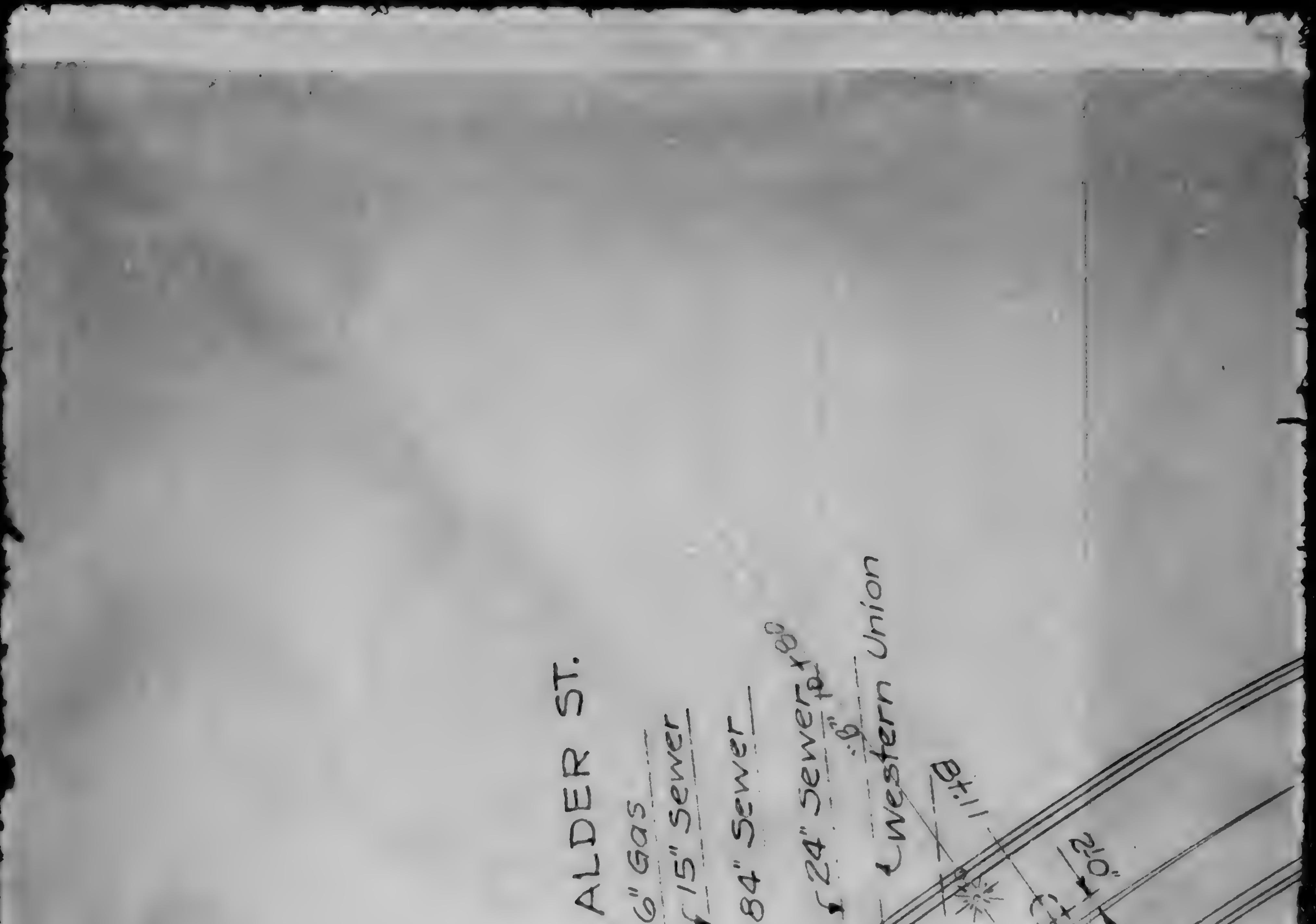
G. S. Paxson
Assistant State Highway Engineer

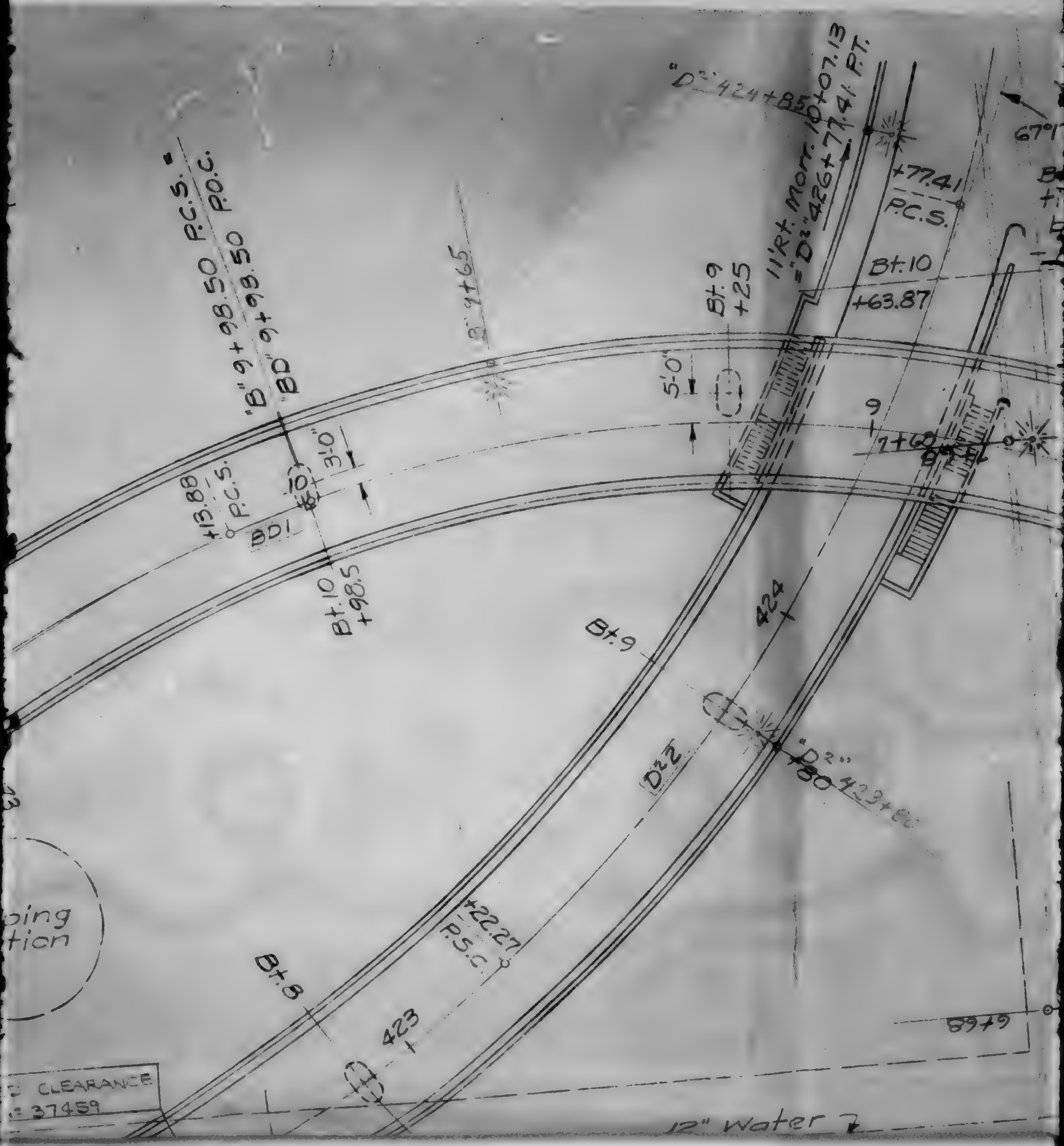
Attach.

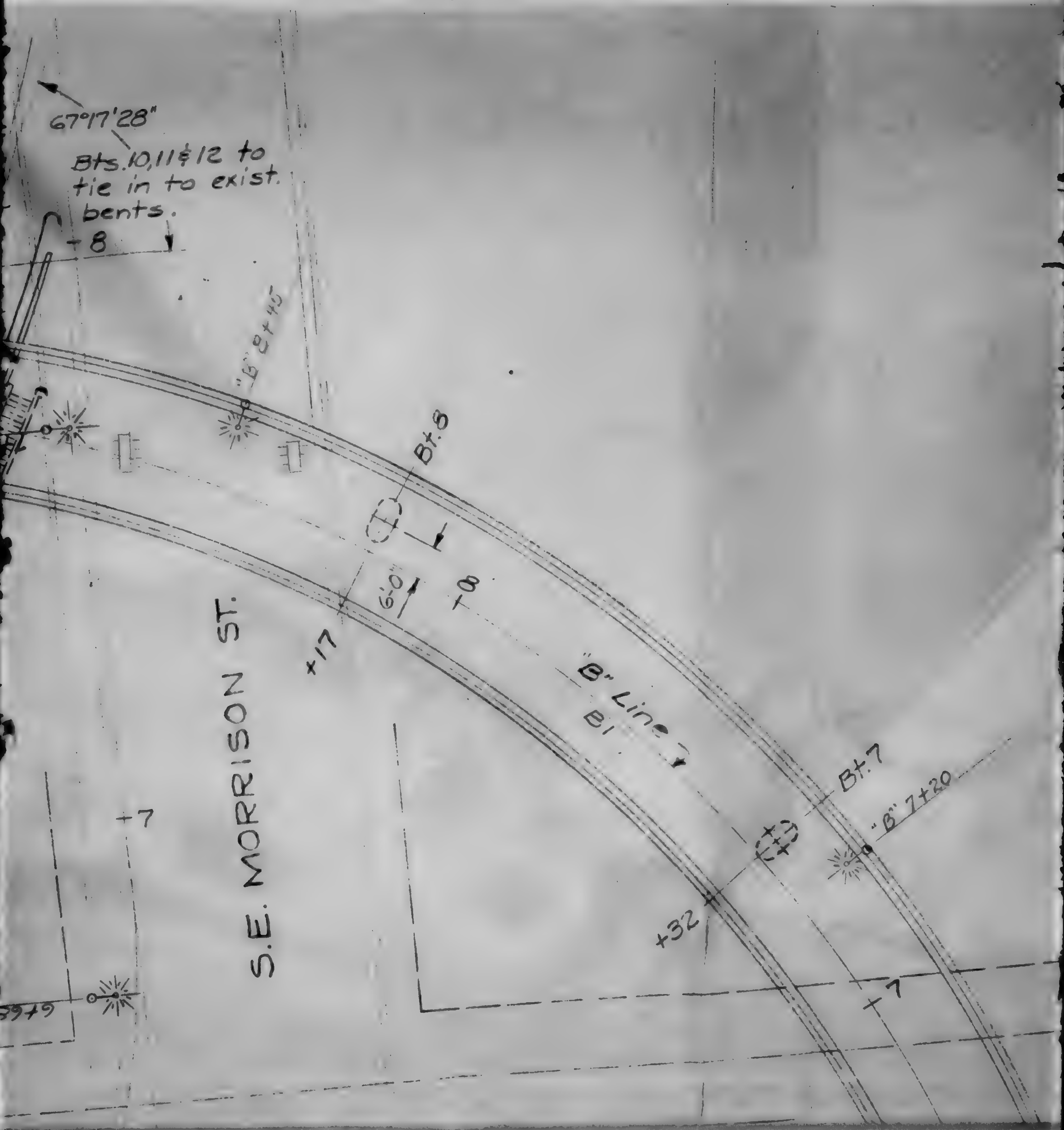
cc to: Mr. W. C. Williams

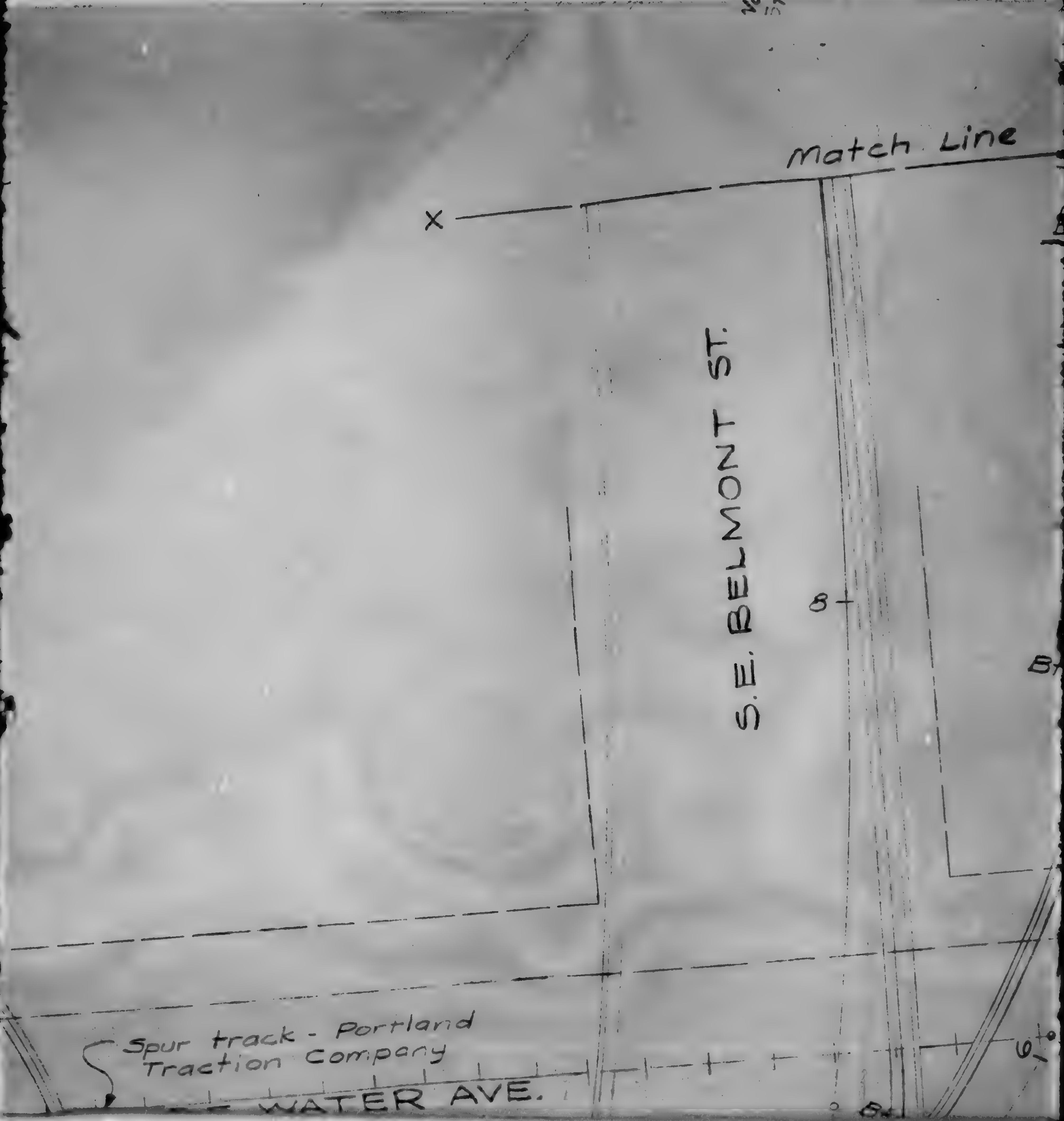
LEG:jj ae

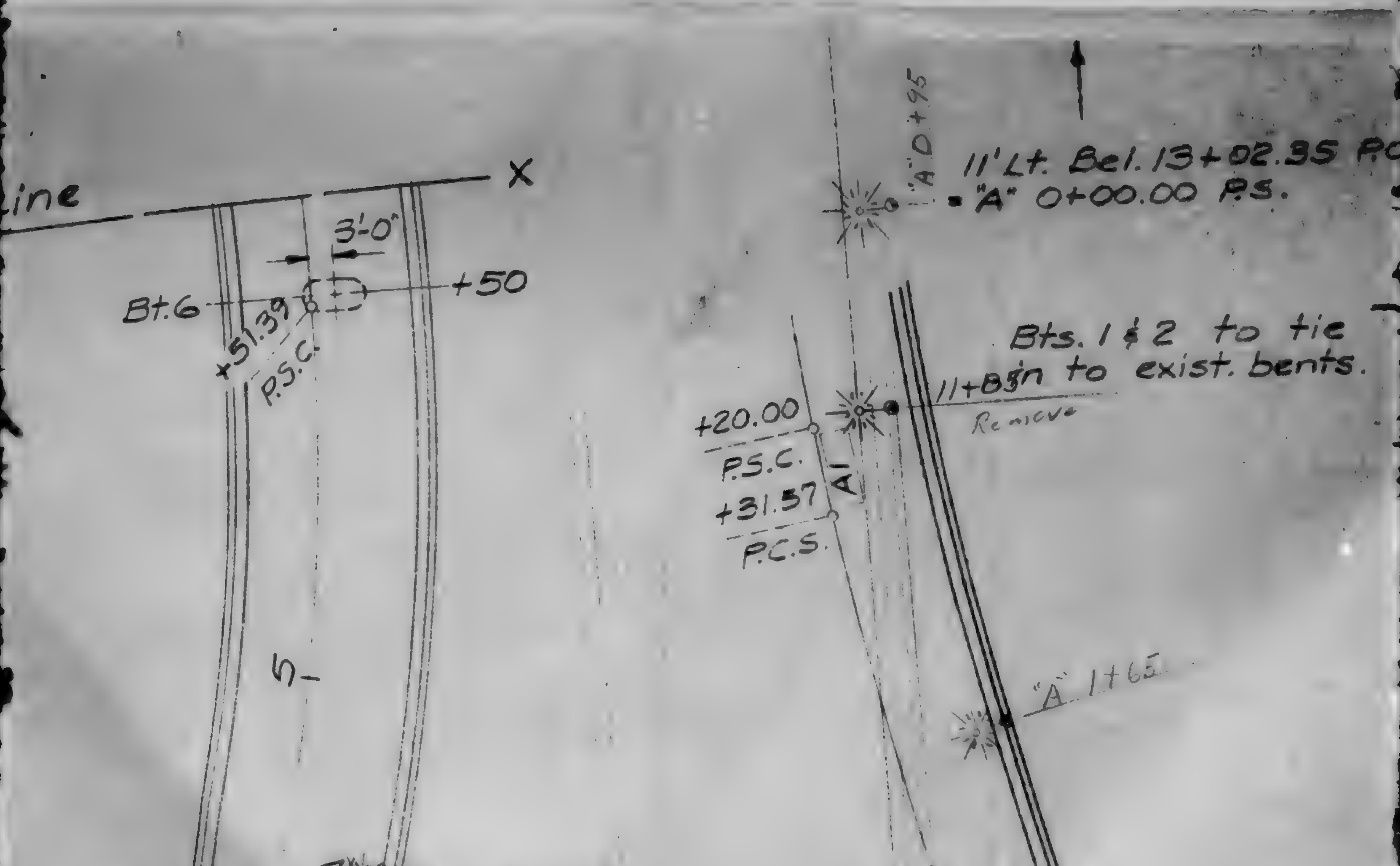

T. & T. ?
water ?
E. WASHINGTON ST.

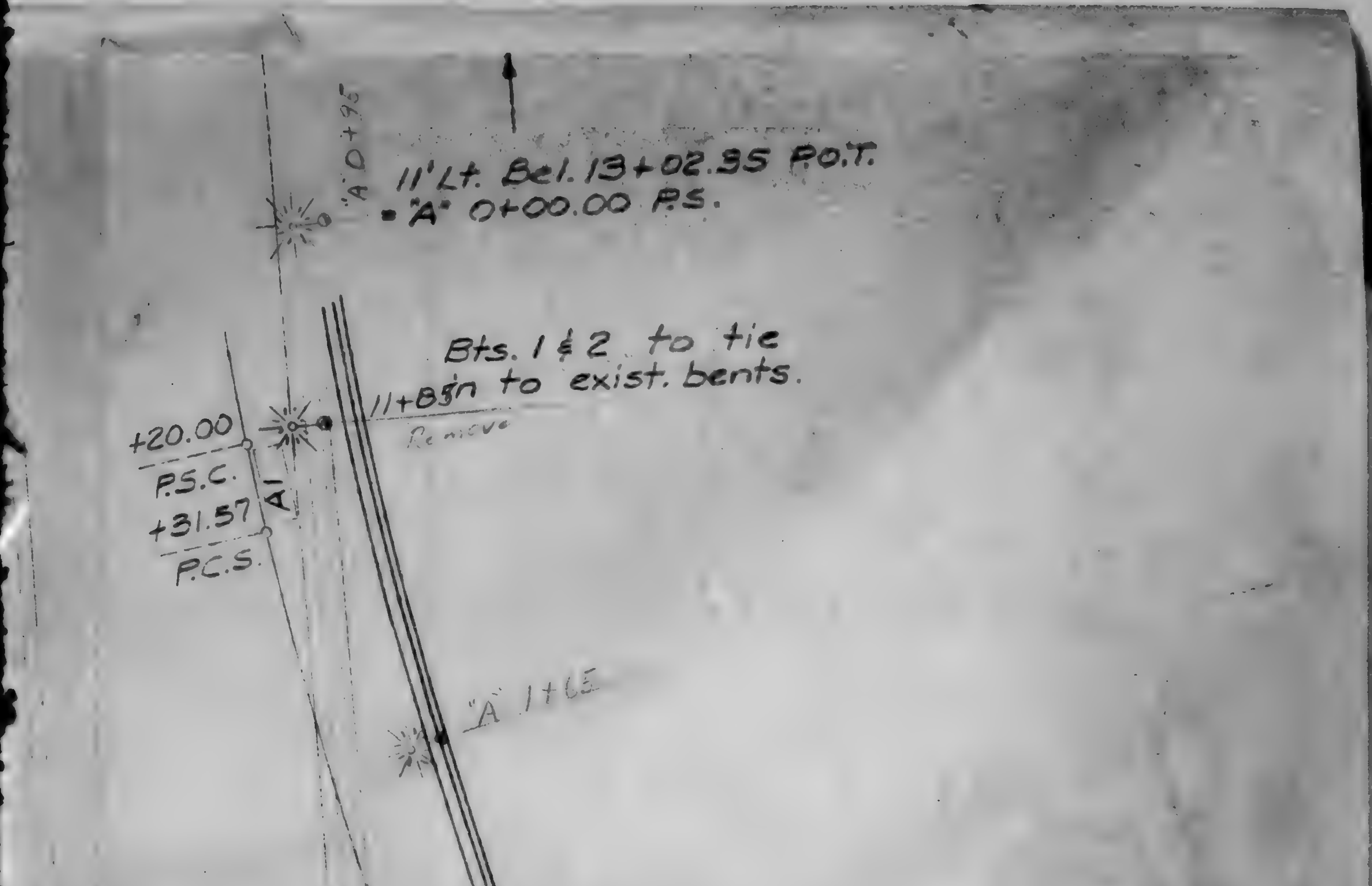

S.E. ALDER ST.
℄ 6" Gas
℄ 15" Sewer
℄ 84" Sewer
℄ 24" Sewer
+80
8"
℄ Western Union
Bt 11+81
2'0"
+73
N 30°15'30" W
Bt 11+75
P.T.
+28.50
P.S.
+52.98
N 34°15'30" W
P.T.
+43.88
P.S.
+53.37
Bt 12
+08
12
3'-0
Pumping Station
IMPAIRED CLEARA
J.L. No 37459

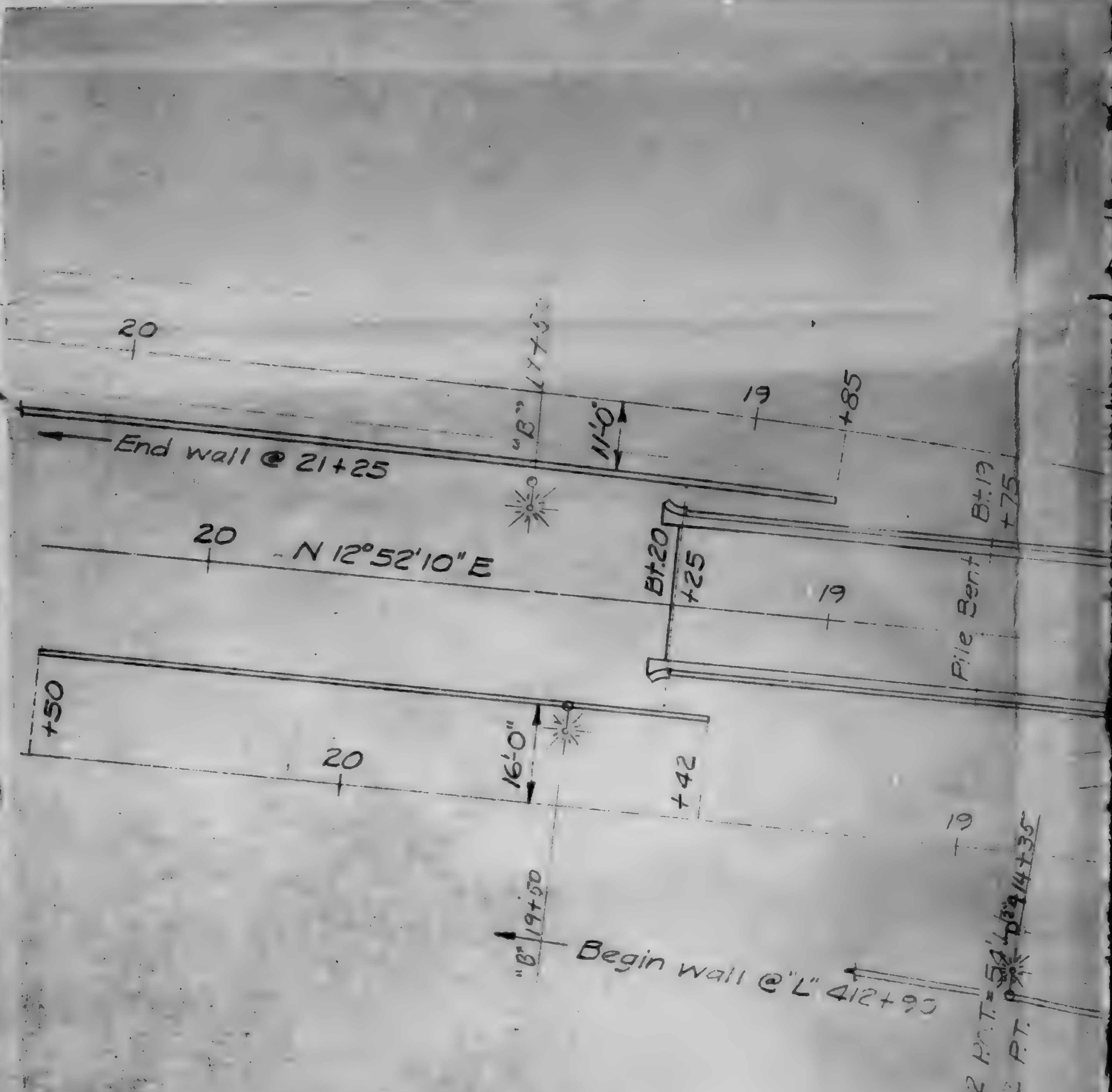
"D²" 424+85
11' Rt. Morr. 10+07.13
= "D²" 426+77.41 P.T.
+77.41
P.C.S.
67°
"B" 9+98.50 P.C.S. =
"BD" 9+98.50 P.O.C.
"B" 9+65
B+9
+25
B+10
+63.87
5'-0"
3'-0"
9
9+60
+13.88
P.C.S.
10
BD1
B+10
+98.5
424
B+9
"D²"
+80
423+80
D²2
+22.27
P.S.C.
B+8
423
ping
tion
CLEARANCE
37459
12" Water
89+9

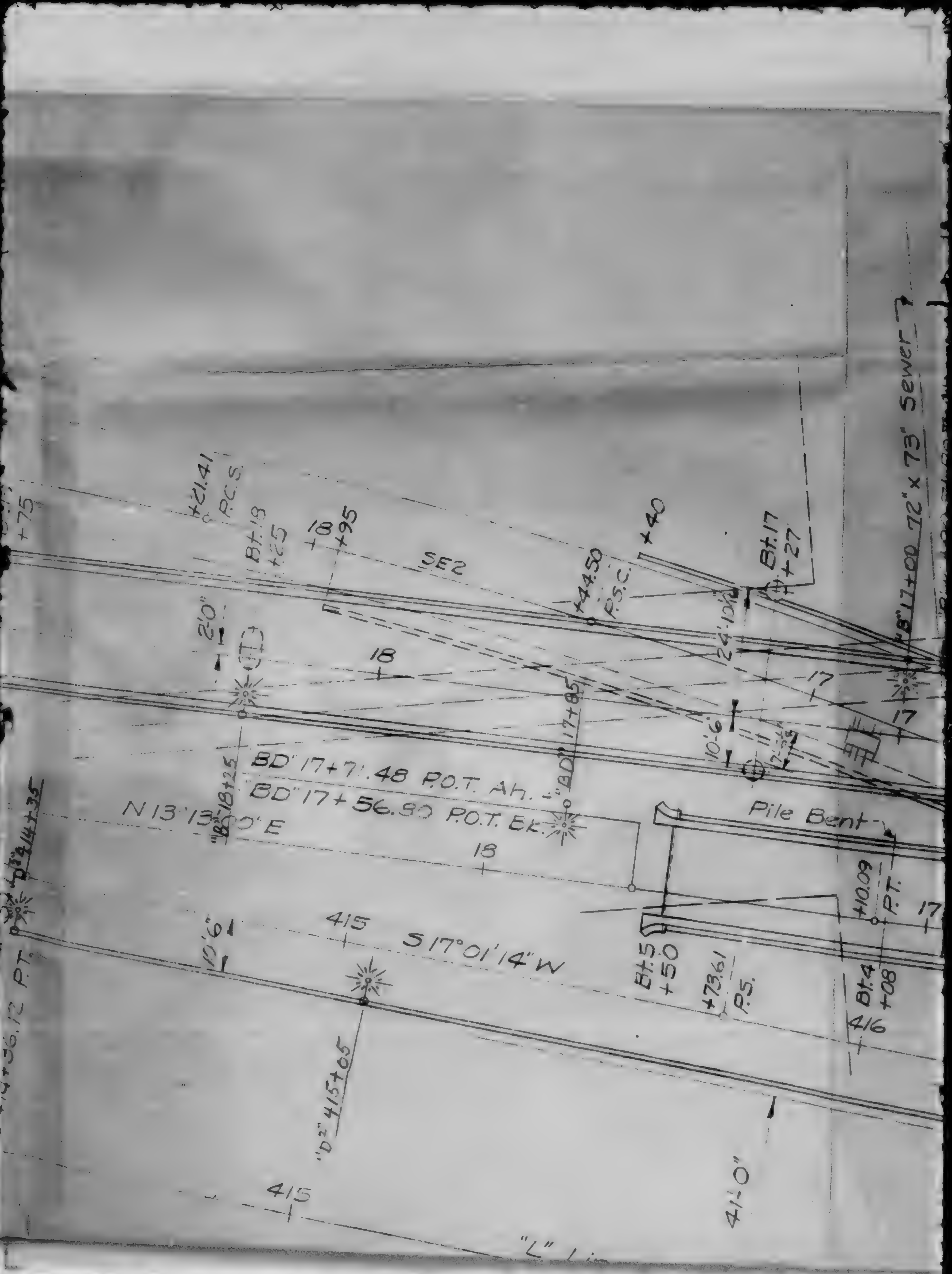

67°17'28"
Bts.10,11&12 to tie in to exist. bents.
+8
"B" 8+45
Bt.8
6'-0"
+8
+17
S.E. MORRISON ST.
"B" Line
B1
Bt.7
"B" 7+20
+32
+7
+7
6+39

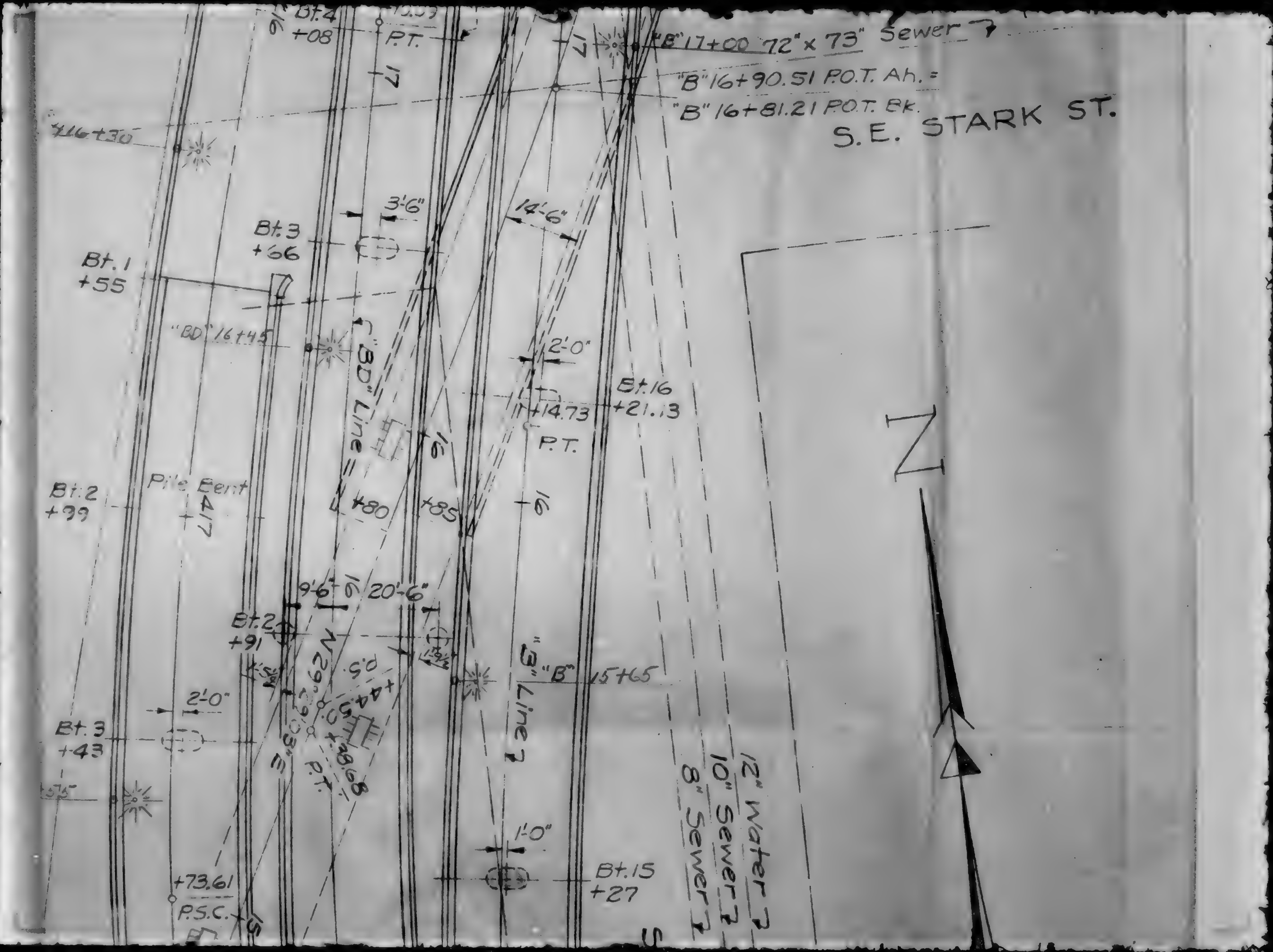

Match Line
X
S.E. BELMONT ST.
8
Spur track - Portland Traction Company
WATER AVE.
6

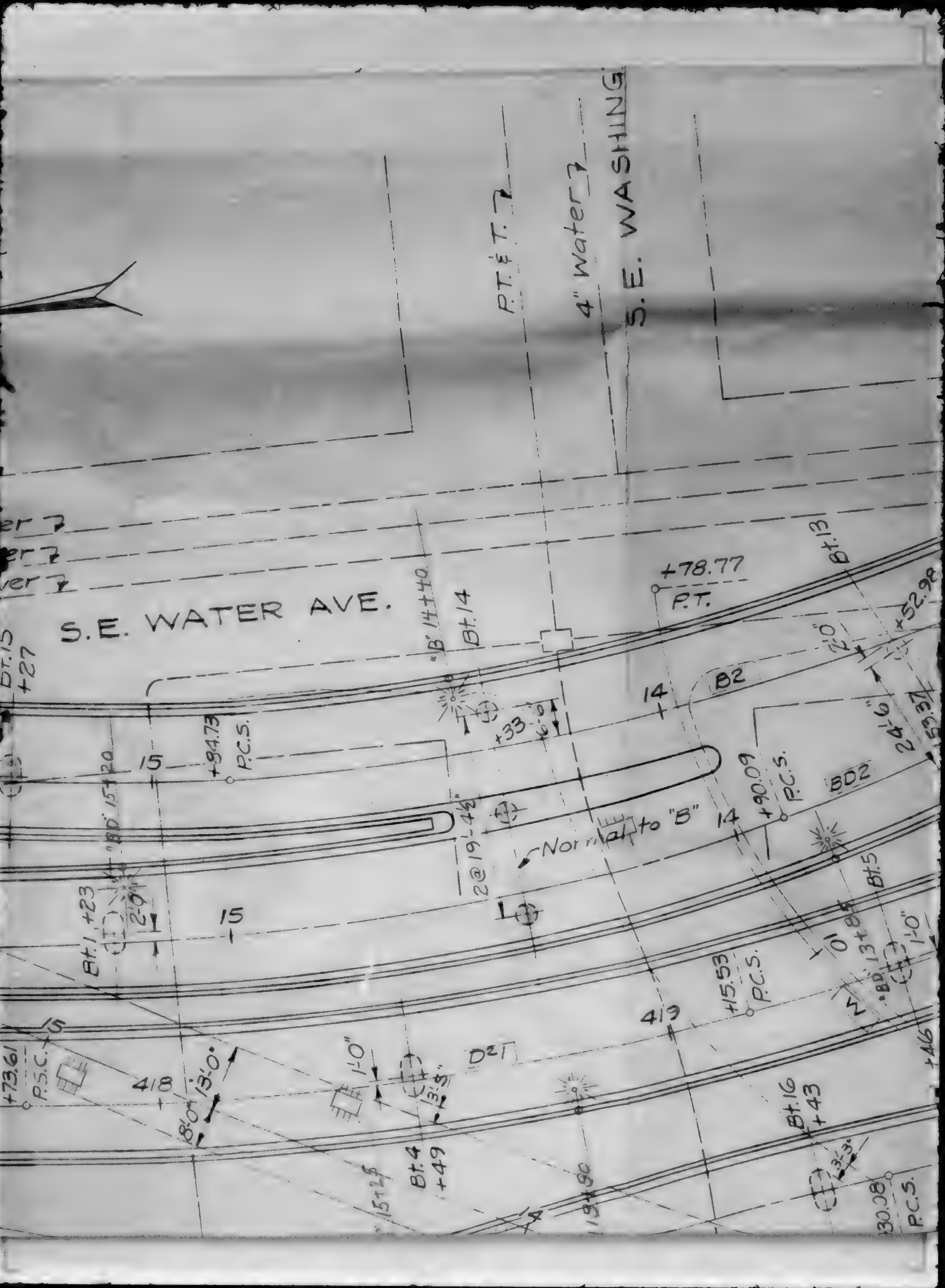

Line
X
3'-0"
Bt.6
+50
+51.39
P.S.C.
5
Bt.7
4'-6"
"A" 5+25
+32
60°58'
6
"A" 5+95.52 P.O.C.
"A" 0+95
11' Lt. Bel. 13+02.35 P.C
= "A" 0+00.00 P.S.
Bts. 1 & 2 to tie in to exist. bents.
11+83
Remove
+20.00
P.S.C.
A1
+31.57
P.C.S.
"A" 1+65
BELMONT ST.
11
2
2'-6" "A" 2+75
cols.
5'-6"
Bt.3
+26
10+88
3'-6"
+51.57
P.T.
40' W

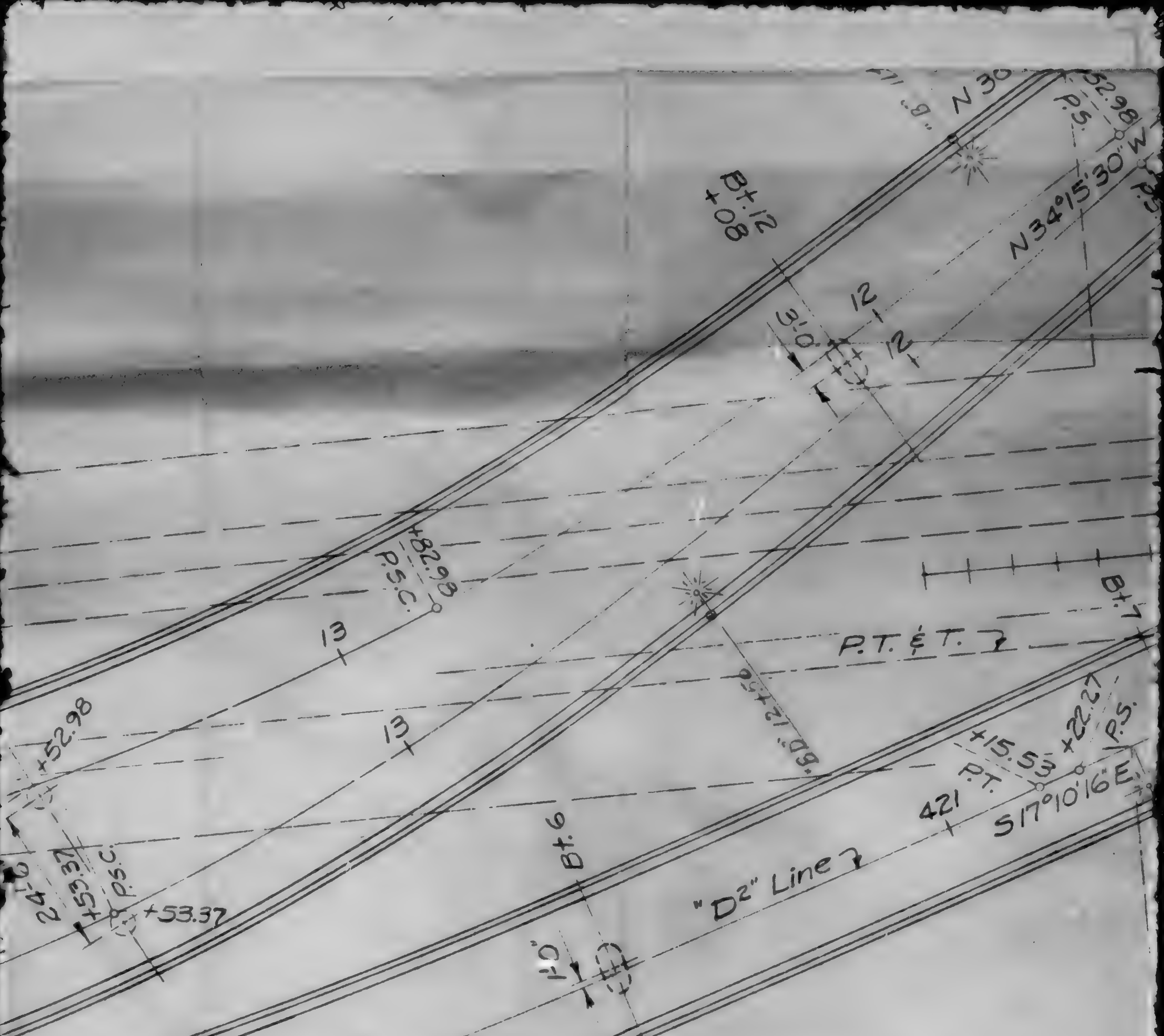

"A" 0+95
11' Lt. Bel. 13+02.35 P.O.T.
= "A" 0+00.00 P.S.
Bts. 1 & 2 to tie
11+83 in to exist. bents.
Remove
+20.00
P.S.C.
A1
+31.57
P.C.S.
"A" 1+65
+2
11
E. BELMONT ST.
10+88
2'-6" "A" 2+75
cols.
5'-6
Bt. 3
+26
3'-6
+51.57
P.T.
40" W


20
"B"
19
+85
11'-0"
End wall @ 21+25
20
N 12°52'10" E
Bt.20
+25
Bt.19
+75
19
Pile Bent
+50
16'-0"
20
+42
19
"B"
19+50
Begin wall @ "L" 412+90
"D" 414+36.12 P.P.T. = "L" 414+36.12 P.T.

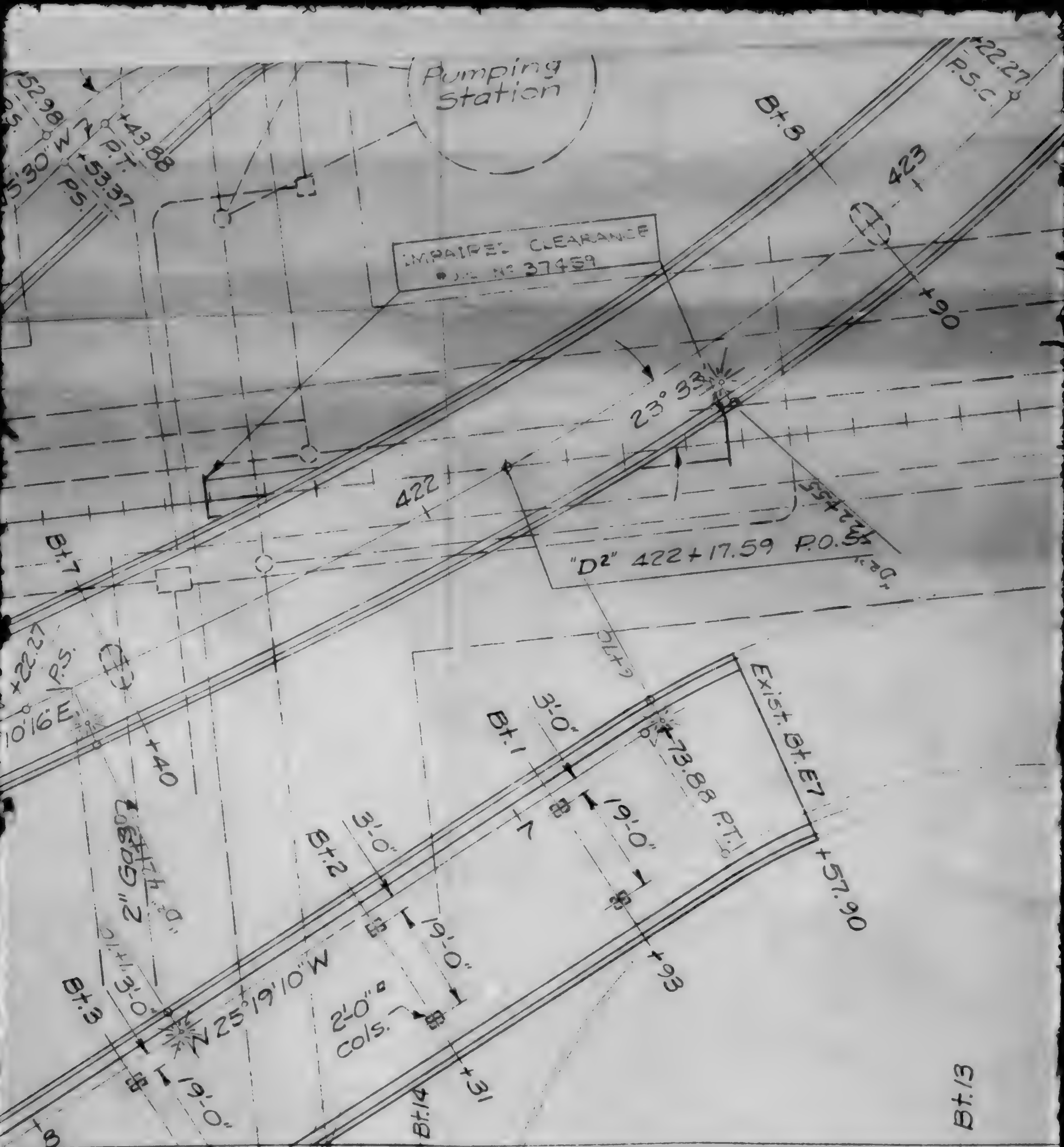
"B" 17+00 72" x 73" Sewer
+75
+21.41 P.C.S.
18 +95
Bt.18 +25
SE2
+40
Bt.17 +27
+44.50 P.S.C.
2'0"
24'10½"
18
17
17
10'6"
17+85
"BD"
BD" 17+71.48 P.O.T. Ah.
"BD" 17+56.90 P.O.T. Bk.
N 13°13'00"E
"B" 18+25
Pile Bent
"D" 414+35
18
+10.09 P.T.
17
56.12 P.T.
10'6"
415
S 17°01'14"W
Bt.5 +50
+73.61 P.S.
Bt.4 +08
416
"D" 415+05
41'-0"
415
"L" Li

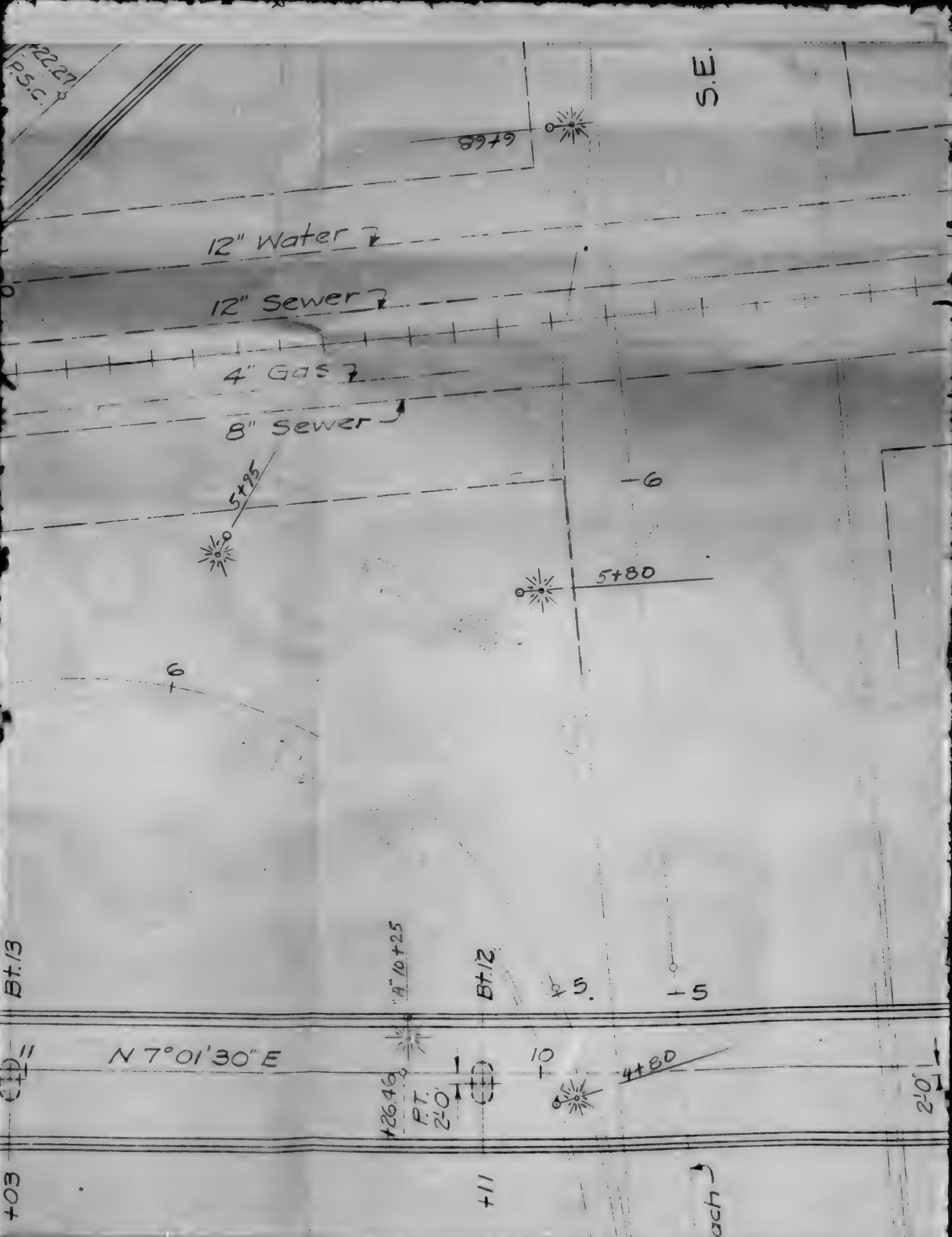

"B" 17+00 72" x 73" Sewer
"B" 16+90.51 P.O.T. Ah. =
"B" 16+81.21 P.O.T. Bk.
S.E. STARK ST.
N
12" Water
10" Sewer
8" Sewer
Bt. 4
+08
P.T.
17
16+30
3'-6"
14'-6"
Bt. 3
+66
Bt. 1
+55
"BD" 16+45
"BD" Line
2'-0"
+14.73
P.T.
Bt. 16
+21.13
16
Bt. 2
+99
Pile Bent 4-17
+80
+85
16
9'-6"
16
20'-6"
Bt. 2
+91
N 29° 29' 03" E
P.S.
+44.50
+38.68
P.T.
"B" Line
"B" 15+65
2'-0"
Bt. 3
+43
1'-0"
Bt. 15
+27
+73.61
P.S.C.
15

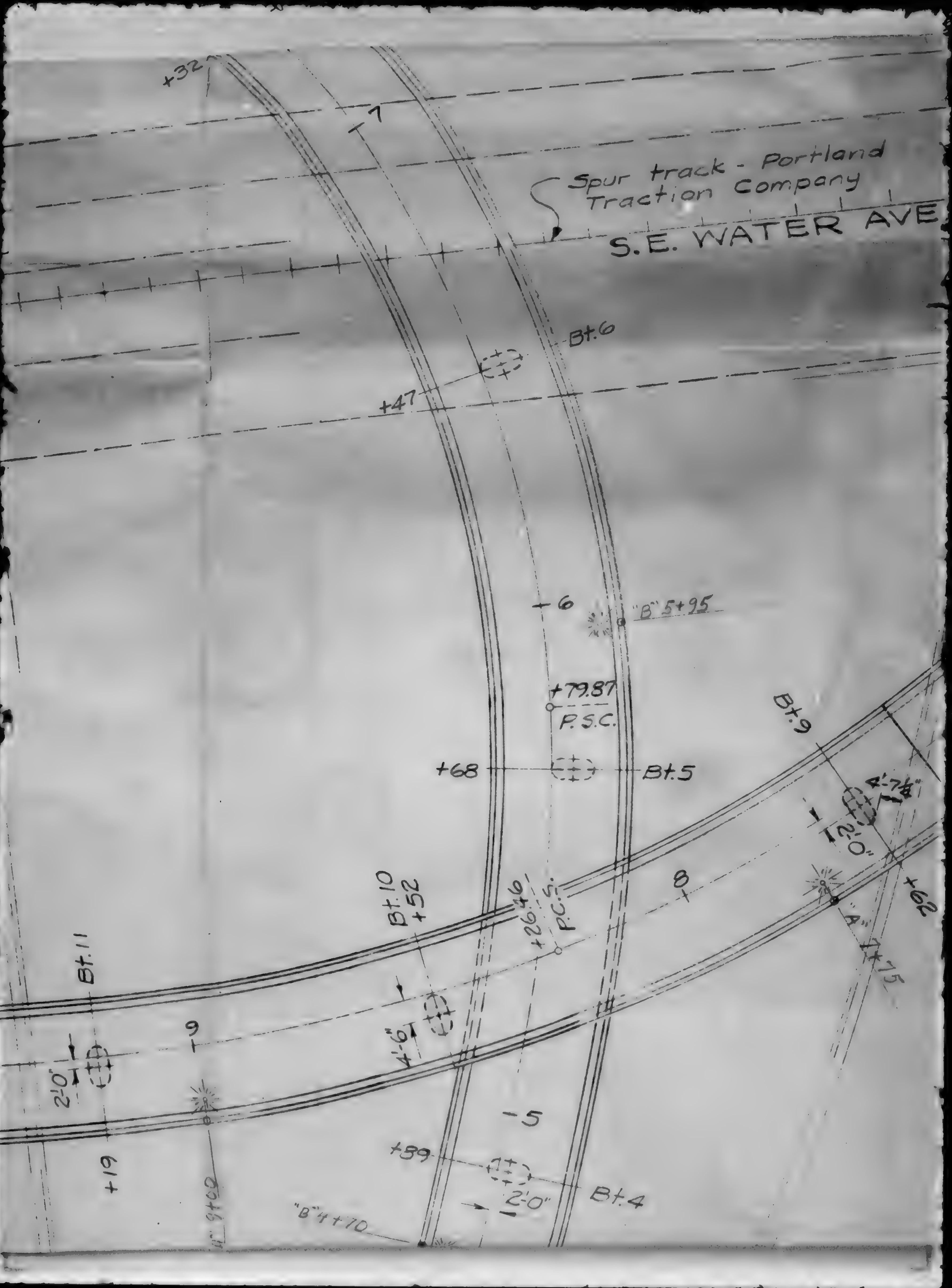

S.E. WASHING
4" Water
P.T. & T.
S.E. WATER AVE.
er
er
ver
+78.77
P.T.
Bt.13
+52.98
"B" 14+40
Bt.14
Bt.15
+27
14
B2
+33
6'-0"
+94.73
P.C.S.
15
"BD" 15+20
2@19'-4½"
Normal to "B"
+90.09
P.C.S.
14
BD2
2'-0"
24'-6"
53.37
Bt.1 +23
2'-0"
15
01
"BD" 13+84
Bt.5
1'-0"
M
+15.53
P.C.S.
419
+46
15
+73.61
P.S.C.
418
13'-0"
8'-0"
1'-0"
3'-3"
D21
Bt.4
+49
15+28
19+90
Bt.16
+43
3'-3"
30.08
P.C.S.

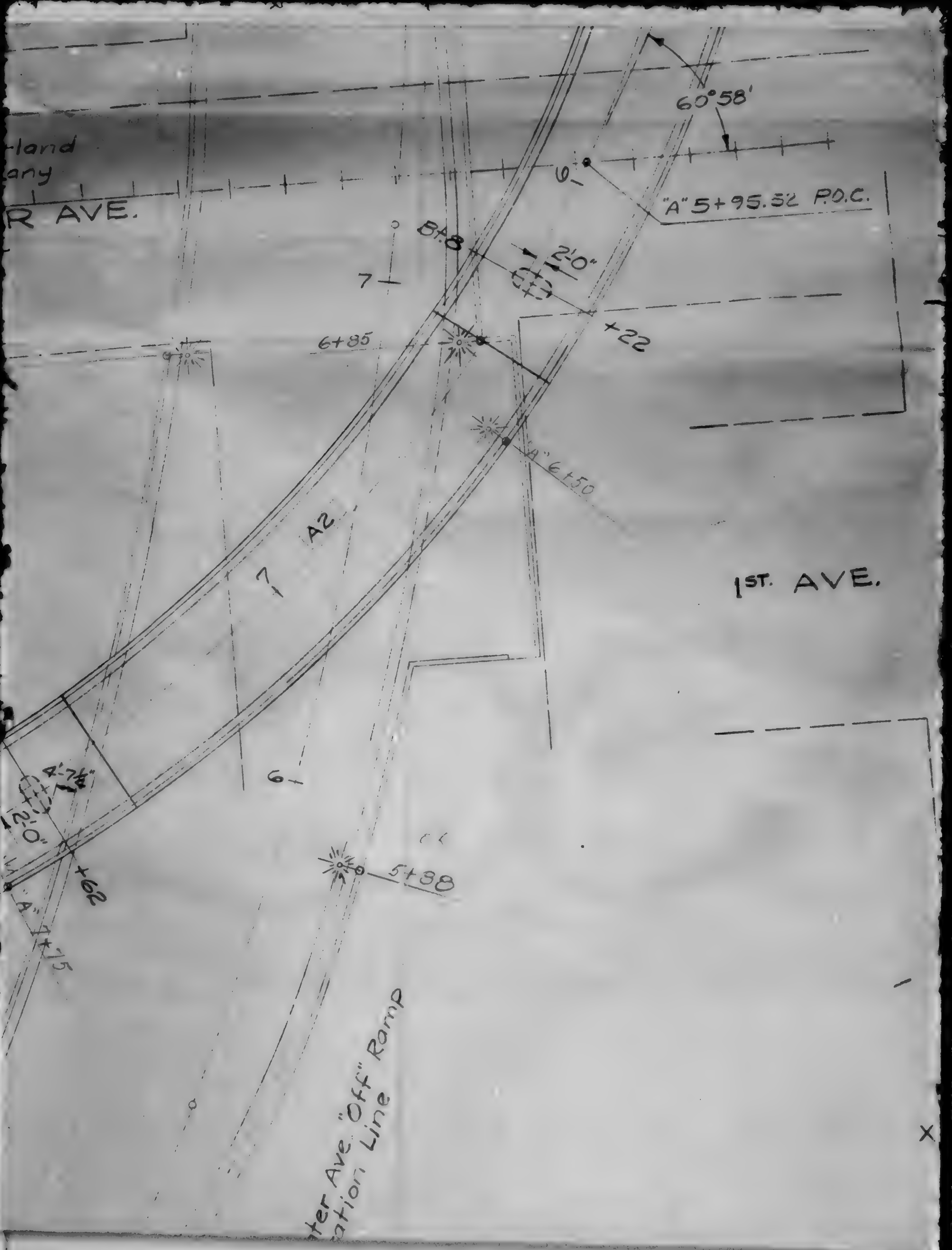


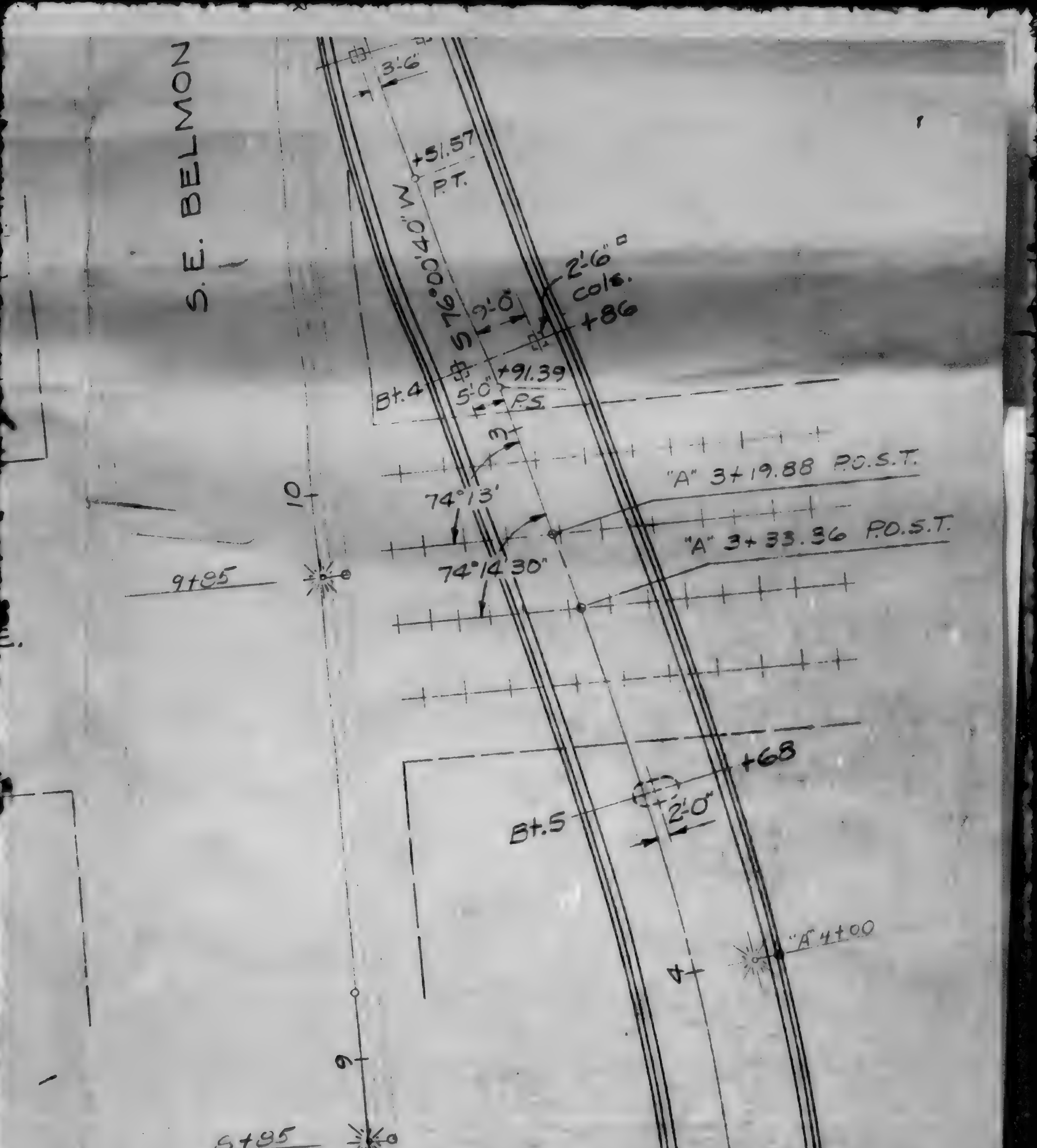
"B"
N 30
52.98
P.S.
N34°15'30"W
Bt.12
+08
3'-0"
12
12
+82.98
P.S.C.
13
P.T. & T. 7
Bt.7
+52.98
13
"B" 12+52.98
+15.53
P.T.
+22.27
P.S.
421
S17°10'16"E
24'-6"
+53.37
P.S.C.
+53.37
Bt.6
"D2" Line 7
1'-0"
+43
420
Bt.5
1'-0"
"B2" 13
+46
"D2" 420+05
+57.11
P.S.C.
Bt.15
+19
1'-0"
13
2'-8 3/8"
+23.26
P.C.
"A" 12+75
Bt.3
9
14
A3
9 "W" Line
30.98
P.C.S.
+97
Bt.4
+19

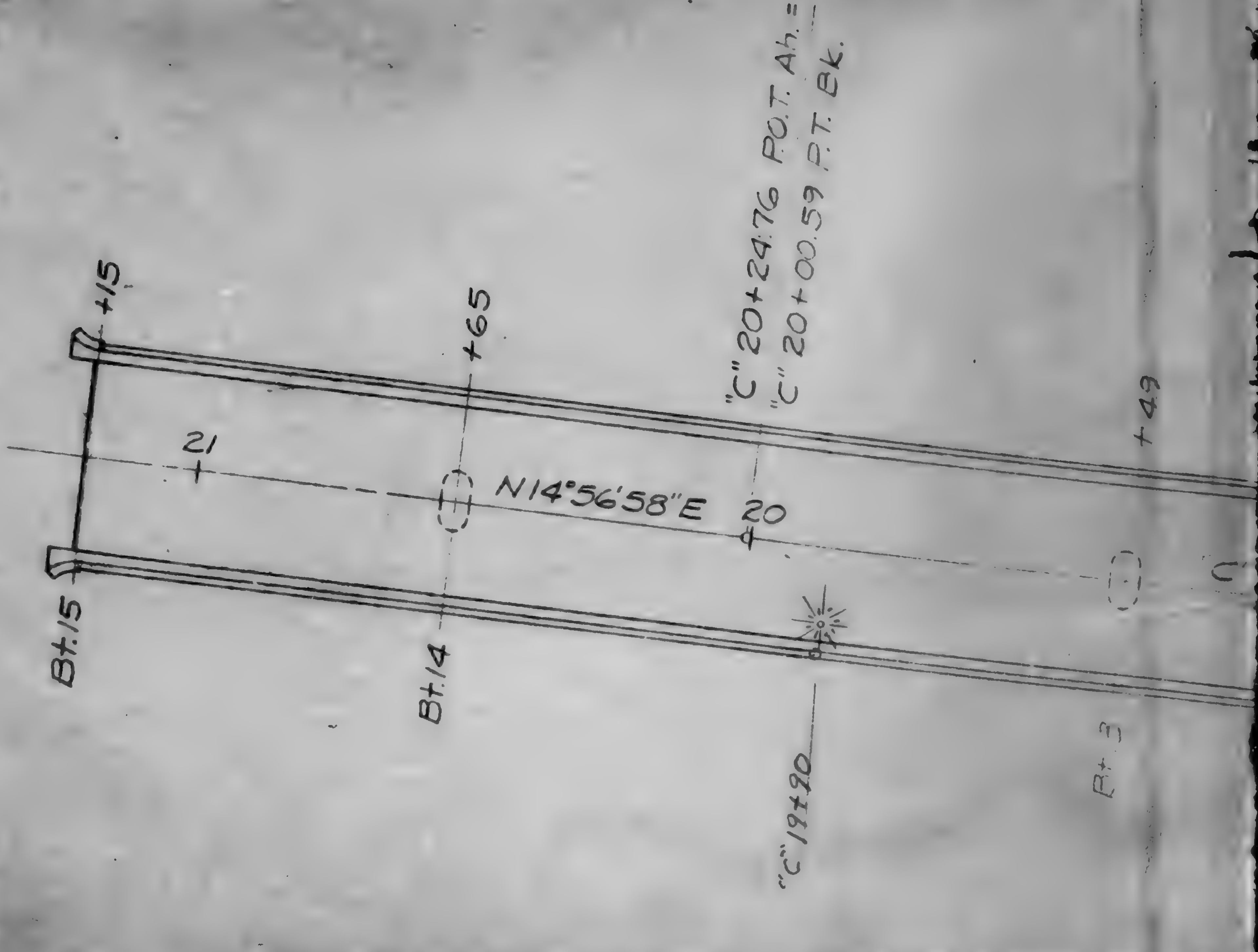

Pumping Station
IMPAIRED CLEARANCE
No 37459
+22.27
P.S.C.
Bt 8
423
+90
23° 33'
422
"D2" 422+17.59 P.O.S.
+52.98
P.S.
5°30' W 7
+43.88
P.T.
+53.37
P.S.
Bt 7
+22.27
P.S.
10°16'E
+40
Exist. Bt. E7
+73.88 P.T.
Bt 1
3'-0"
19'-0"
7
+57.90
Bt 2
3'-0"
19'-0"
+93
2" Gap
W 25°19'10"W
Bt 3
3'-0"
19'-0"
2'-0" Cols.
+31
8
Bt 14
Bt 13
"A" Line 7
12
+97.11
P.S.
2'-0"
11
2'-0"
+81
Bt 4
+19
+95
+03


+22.27
P.S.C.
S.E.
6+68
12" Water
12" Sewer
4" Gas
8" Sewer
5+95
-6
5+80
6
Bt.13
"A" 10+25
Bt.12
5.
-5
N 7°01'30"E
11
10
4+80
+26.46
P.T.
2'-0"
2'-0"
+03
+11
oach

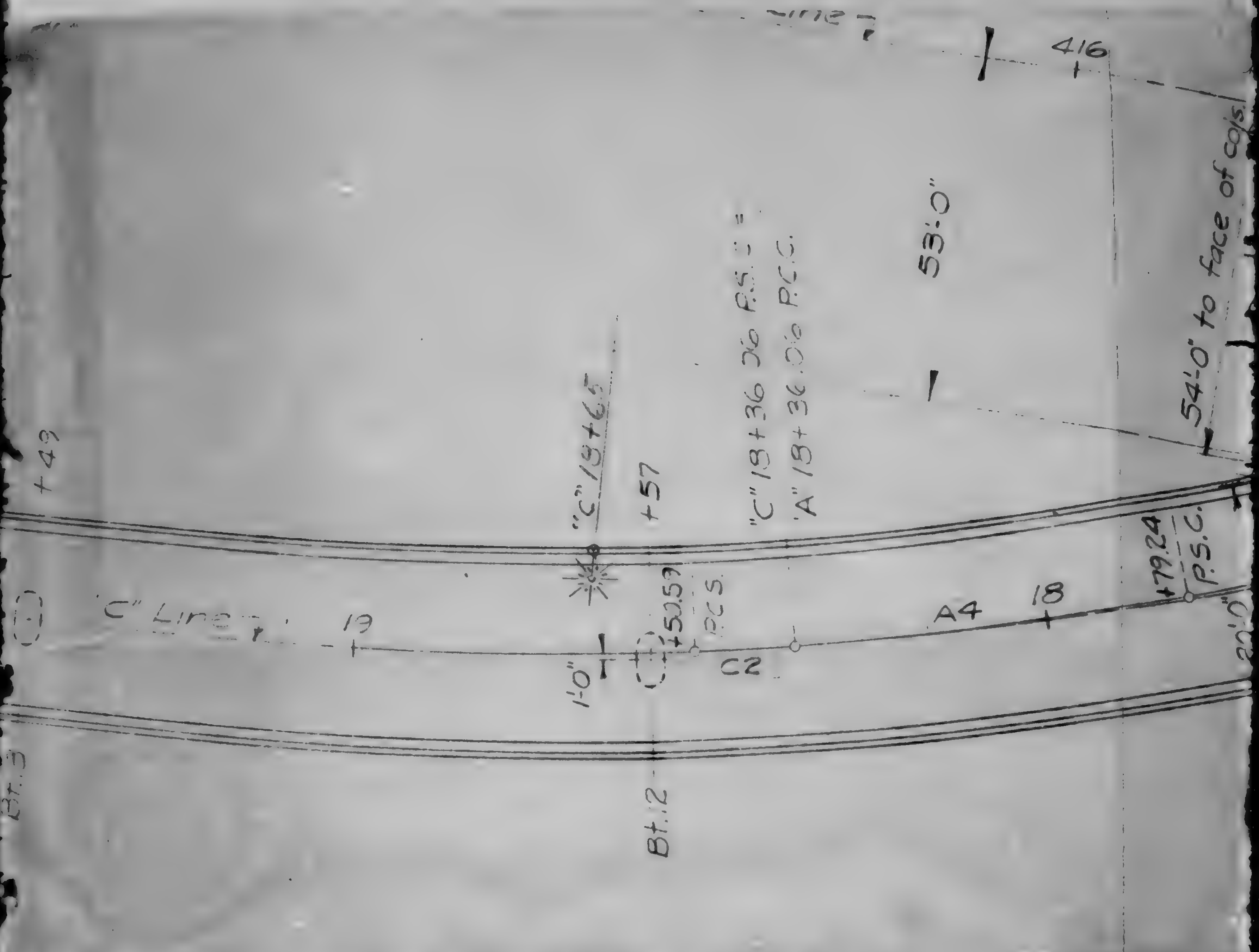

+32
7
Spur track - Portland Traction Company
S.E. WATER AVE.
Bt.6
+47
6
"B" 5+95
+79.87
P.S.C.
+68
Bt.5
Bt.9
4'-7¼"
2'-0"
8
+62
"A" 7+75
Bt.10
+52
+26.46
P.C.S.
Bt.11
9
4'-6"
2'-0"
+19
9+62
-5
+89
Bt.4
2'-0"
"B" 4+70


60°58'
rland
any
R AVE.
"A" 5+95.52 P.O.C.
8+8
2'-0"
7
+22
6+85
"A" 6+50
A2
7
1ST. AVE.
6
4'-7½"
2'-0"
+62
"A" 7+75
5+38
ter Ave. "Off" Ramp
ation Line


S.E. BELMON
3'-6"
+51.57
P.T.
S 76°00'40" W
2'-6" □ cols.
9'-0"
+86
Bt.4
+91.39
5'-0"
P.S.
3
"A" 3+19.88 P.O.S.T.
10
74°13'
"A" 3+33.36 P.O.S.T.
74°14'30"
9+85
+68
Bt.5
2'-0"
"A" 4+00
4
9
8+85
X
Match Line
X

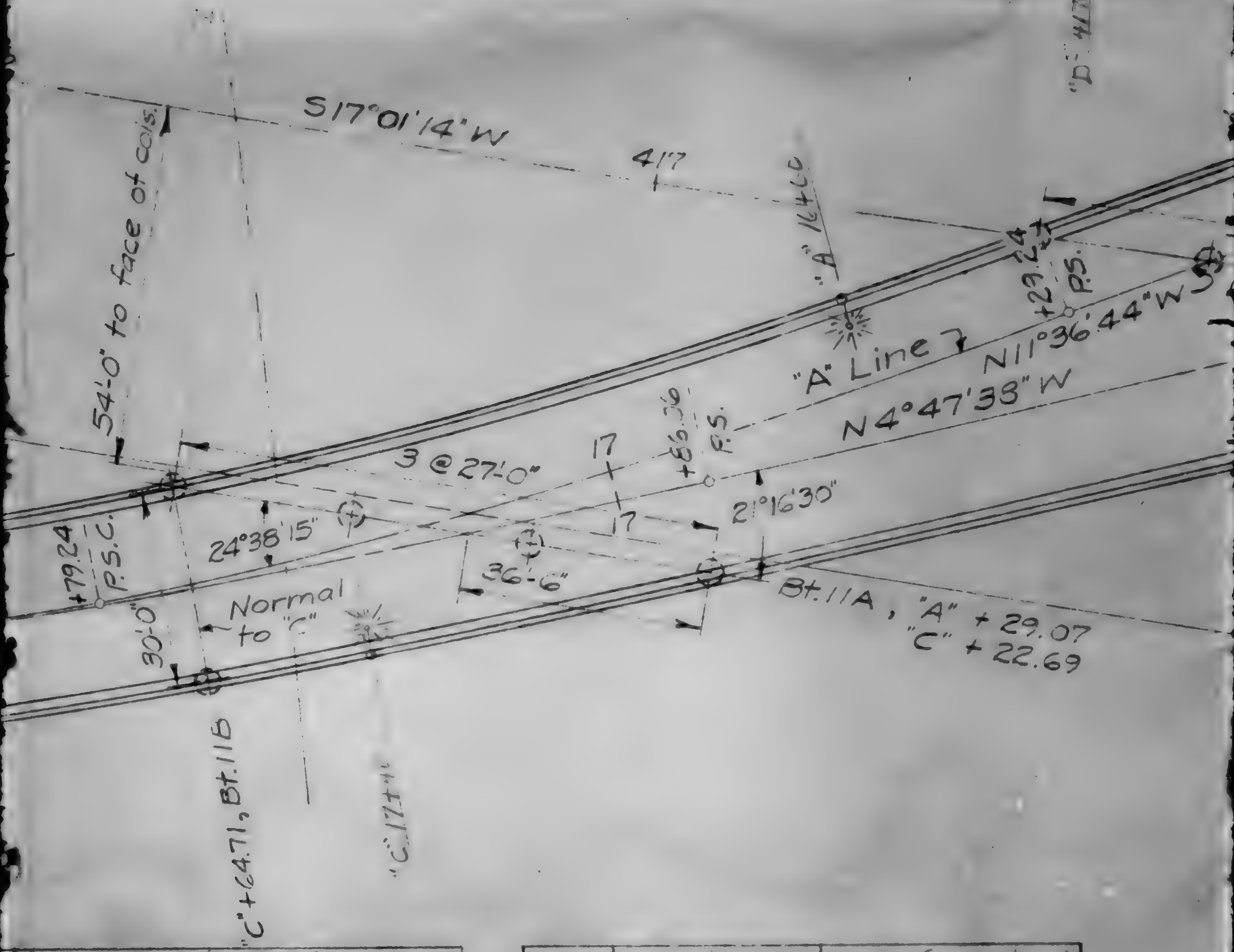


Curve	Degree	Total Δ	TS1	TS2	Lnc
A1	12° Lt.	15°47'20"	126.35		[illegible]
A2	20° Rt.	111°00'50"	504.36	522.74	[illegible]
A3	8° Lt.	18°38'14"	197.74		[illegible]
A4	12° Rt.	15°49'06"	134.37	73.52	[illegible]
B1	26° Lt.	142°38'36"	726.11		[illegible]
B2	13° Rt.	43°07'40"	239.76		[illegible]
C1	18° Lt.	117°10'44"	629.49		[illegible]
C2	12° Rt.	19°44'36"	158.37		[illegible]
D²1	10° Lt.	34°11'30"	277.01		141.92
D²2	20° Lt.	71°01'44"	308.79		155.14
BD1	26° Lt.	20°54'00"	97.10	49.59	15.38
BD2	16° Rt.	47°28'30"	269.01	311.86	36.72
SE1	4° Rt.	15°05'19"			[illegible]



Lnc	LS1	LS2	S1	S2	a1	a2
11.37	120		7°12'00"		10.0	
375.07	160	200	16°00'00"	20°00'00"	12.5	10.0
72.97	160		8°24'00'		5.0	
56.53	150		9°00'00'		8.0	
418.63	130		16°54'00'		20.0	
201.75	130		8°24'00'		10.0	
450.99	200		13°00'00"		9.0	
14.33	150		9°00'00'		8.0	
141.92	200		10°00'00"		5.0	
155.14	200		20°00'00"		10.0	
15.38	130		16°54'00"		20.0	
36.72	200	320	16°00'00"	25°36'00"	8.0	5.0
208.47	100 *	200	2°45'00'	4°00'00'	2.5	2.0

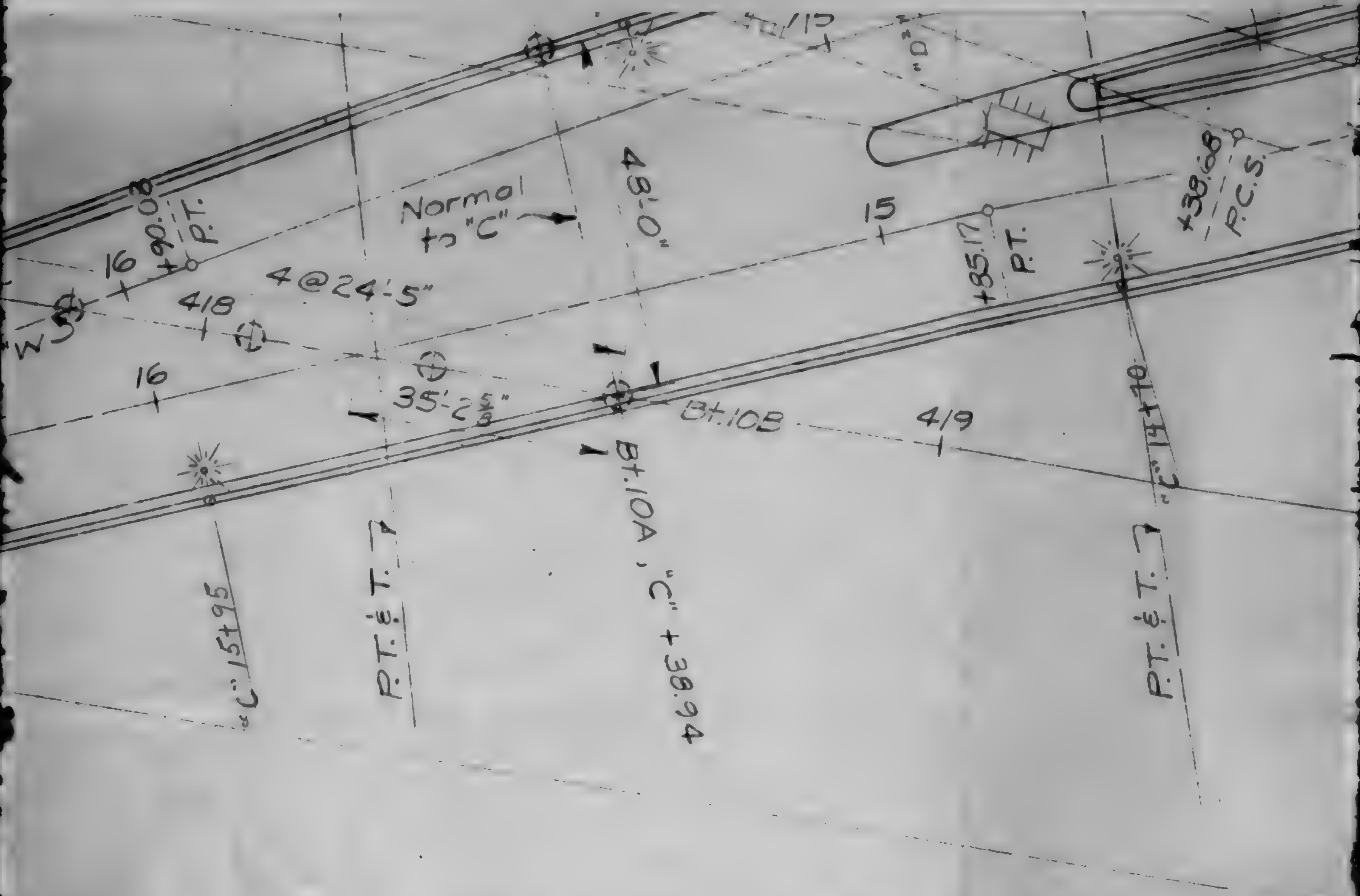
Line	Statio
A	8+30.8
B	5+30.6
A	12+88.
W	8+30.
A	13+88.
W	9+34.
A	14+88.
SE	13+85.
A	16+07.
L	417+8
B	3+32.
L	425+0
B	8+98.

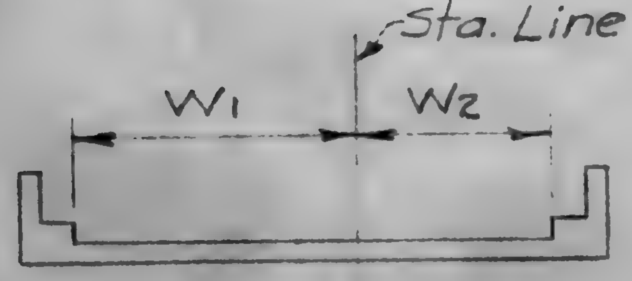


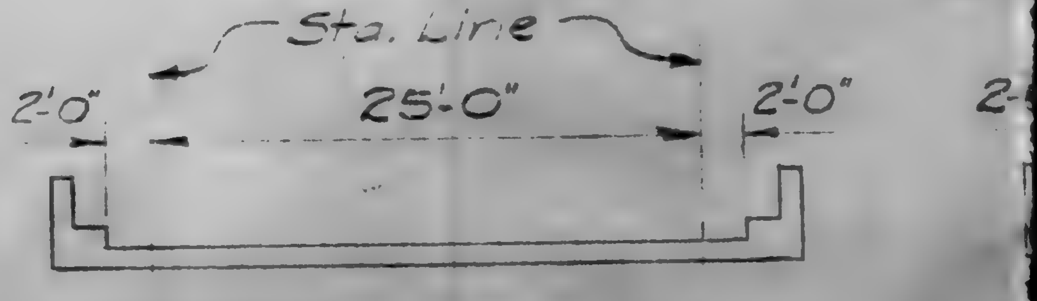
Station	Angle (tan.-tan.)
8+30.82	62°01'40"
5+30.65	
12+88.28	26°46'00"
8+30.96	
13+88.59	27°21'30"
9+34.12	
14+88.50	36°09'30"
13+85.58	
16+07.94	28°39'00"
417+81.48	
3+32.26	79°07'00"
425+05.67	
8+98.37	72°38'30"
[illegible]	

Line	Station	Angle (tan.-tan.)
C	10+35.94	44°51'30"
L	423+23.51	
C	14+43.99	29°12'30"
SE	13+32.08	
C	15+71.64	21°49'30"
L	418+21.25	
D²	418+05.99	25°13'00"
SE	14+69.40	
D²	419+35.19	60°57'00"
W	9+91.70	
BD	14+00.86	79°31'30"
W	10+28.58	
BD	15+83.60	20°20'00"
SE	15+51.19	

Line
A
B
C
D²

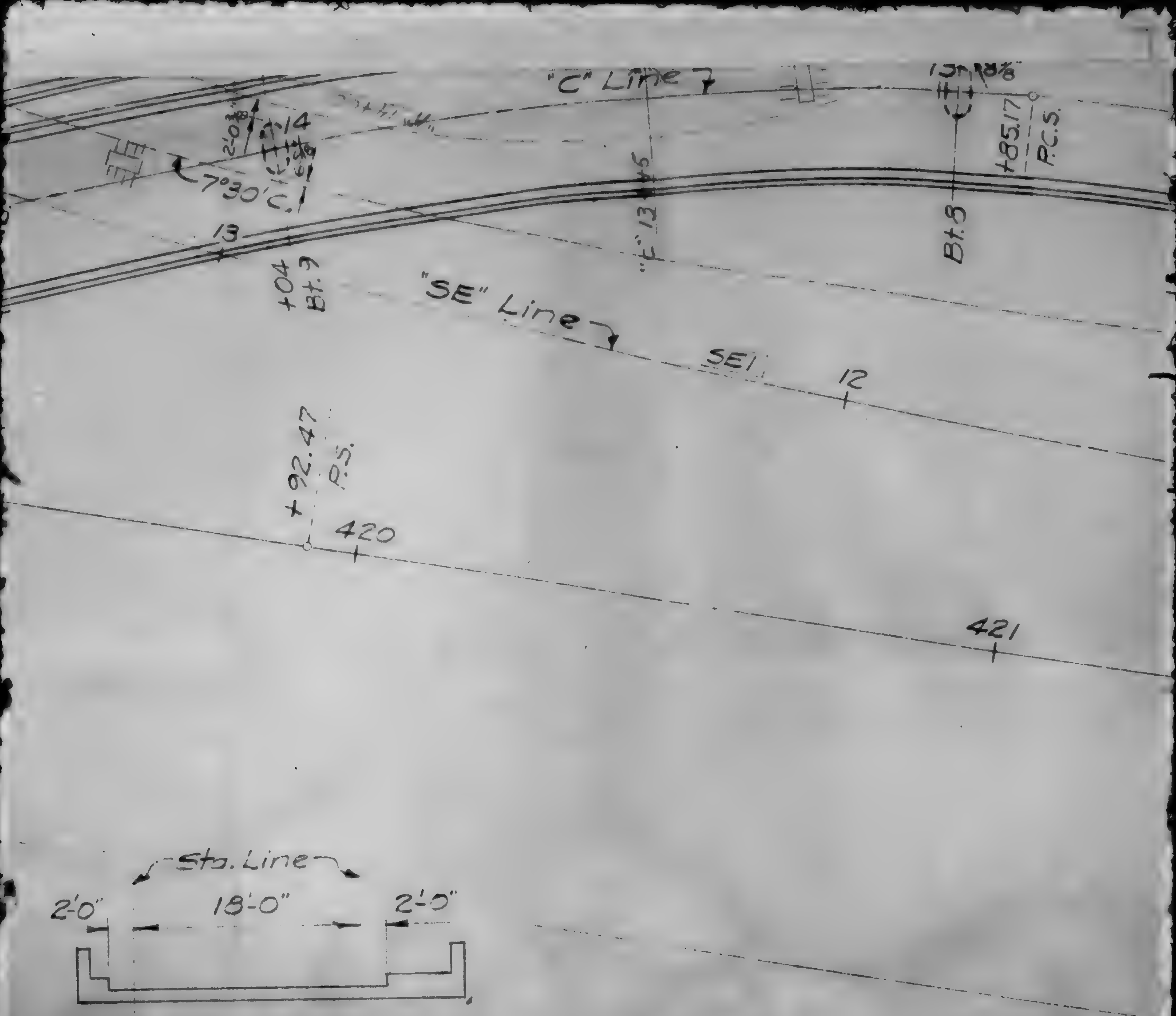


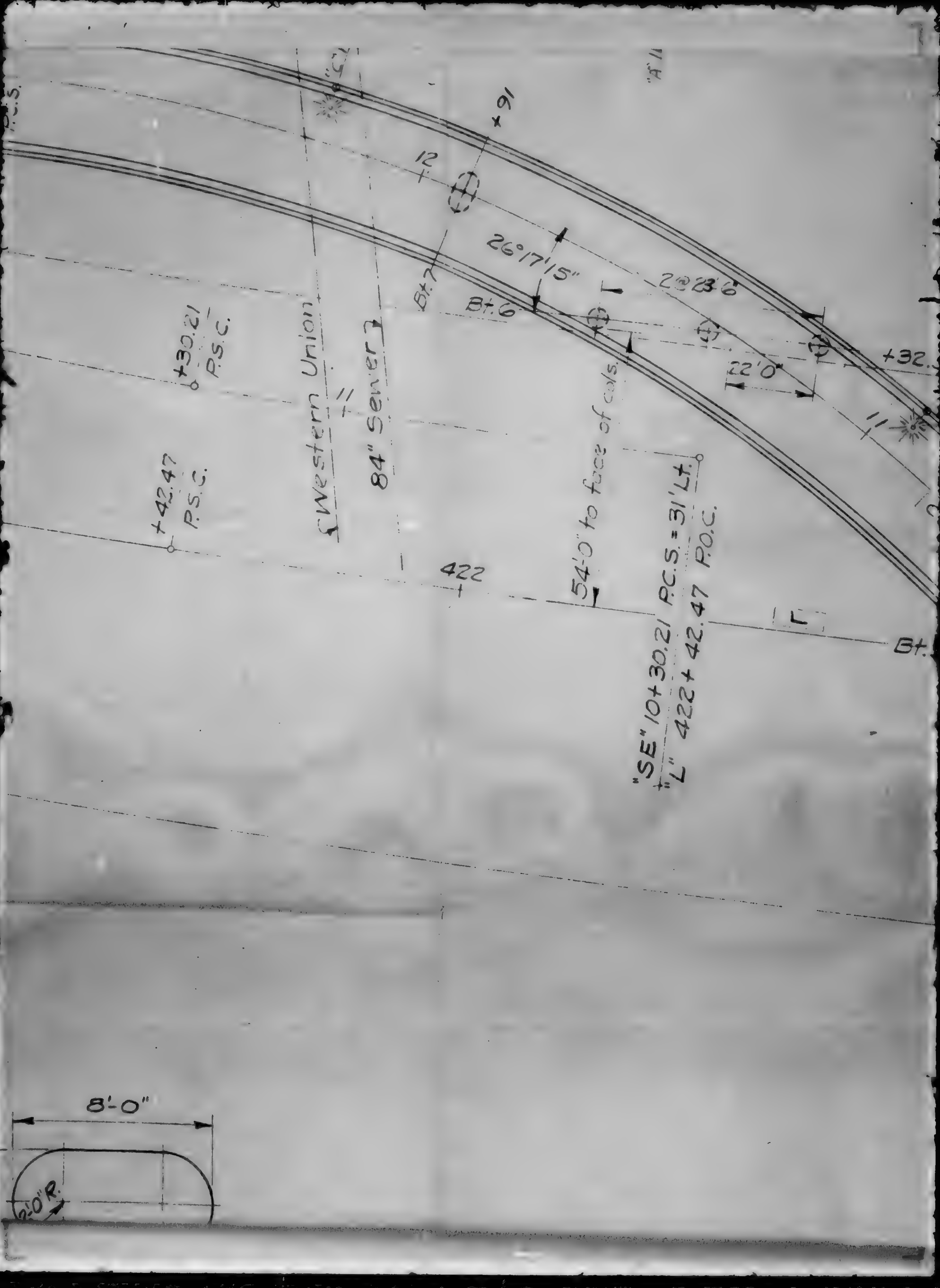


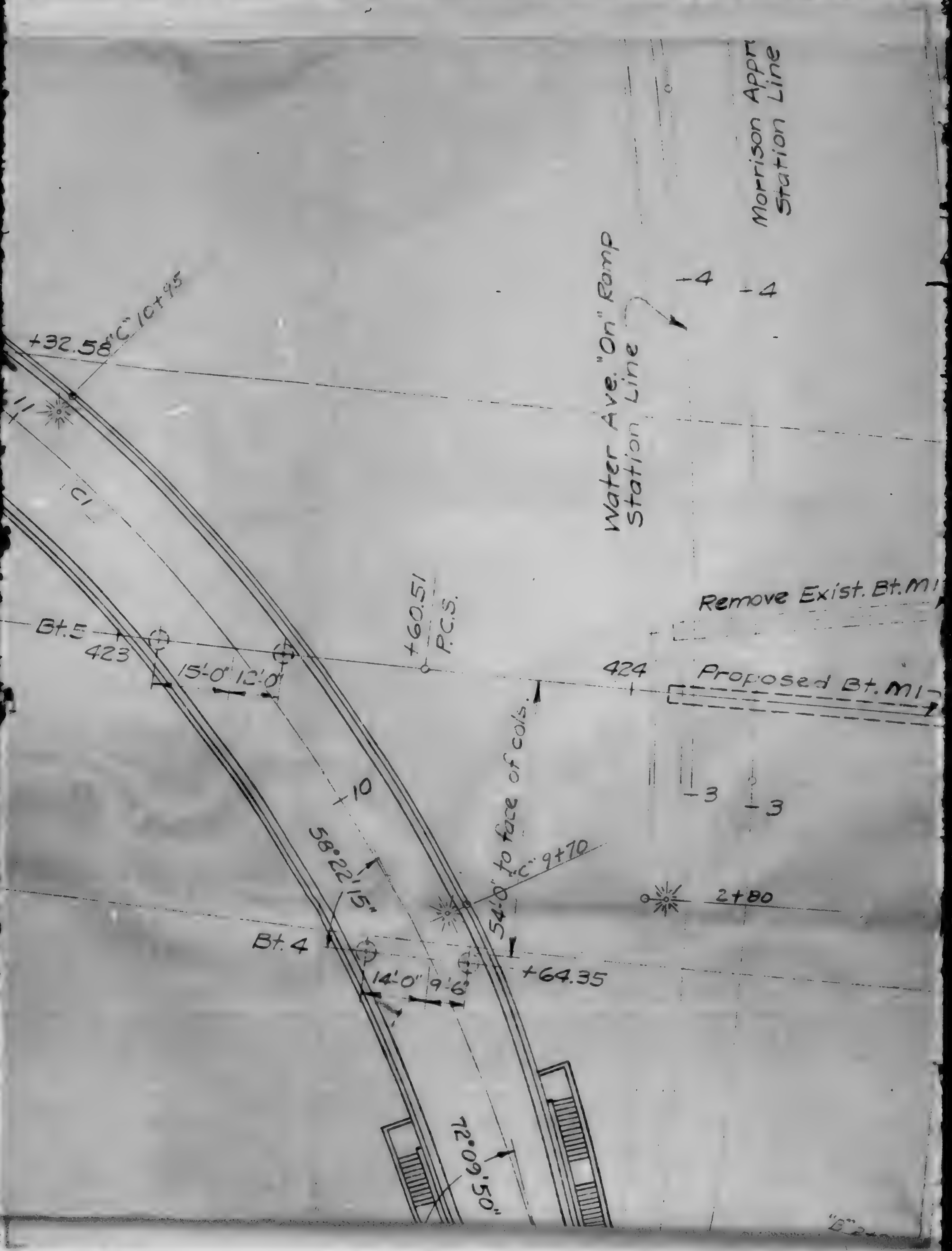


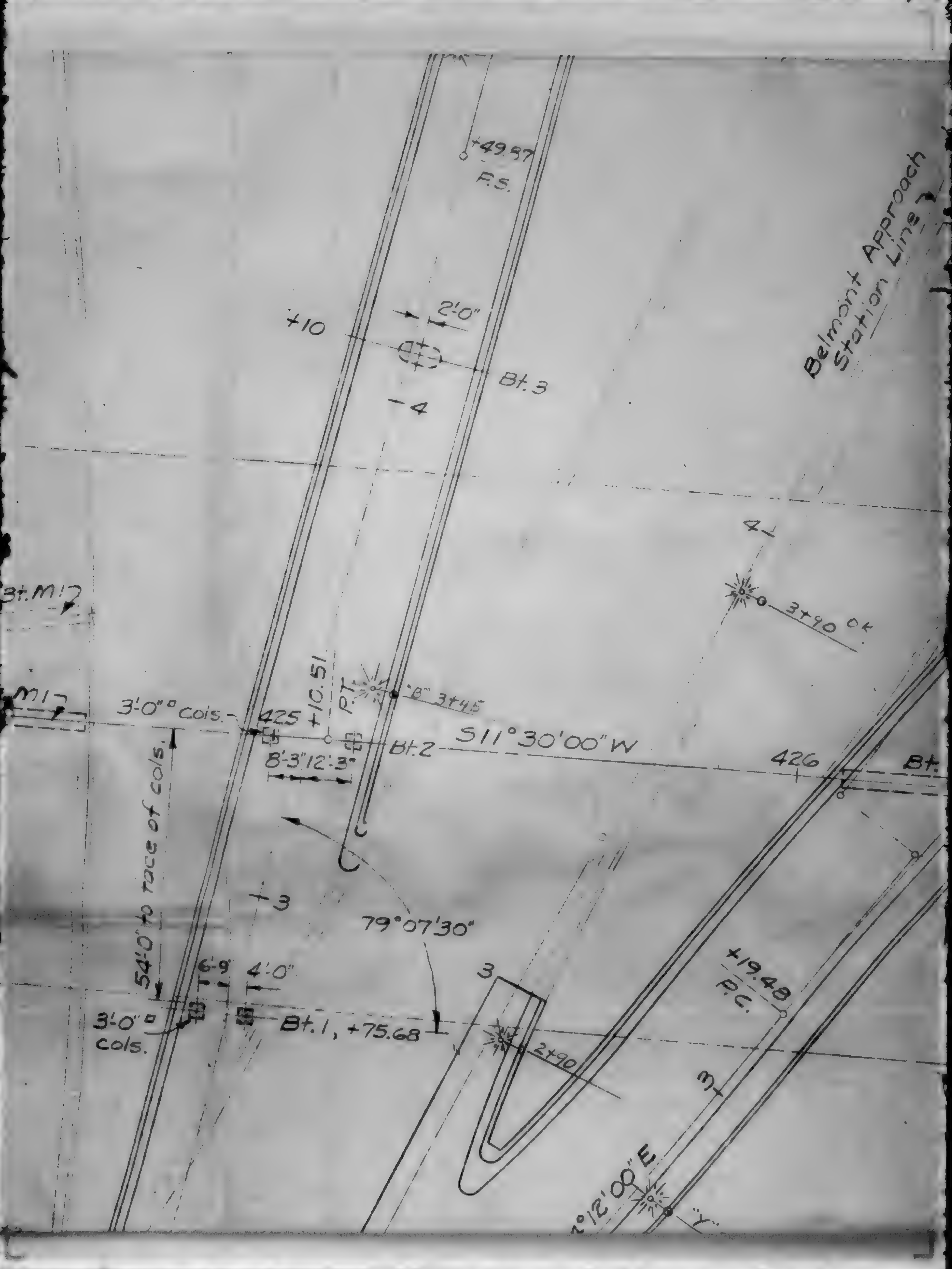
"W" LINE

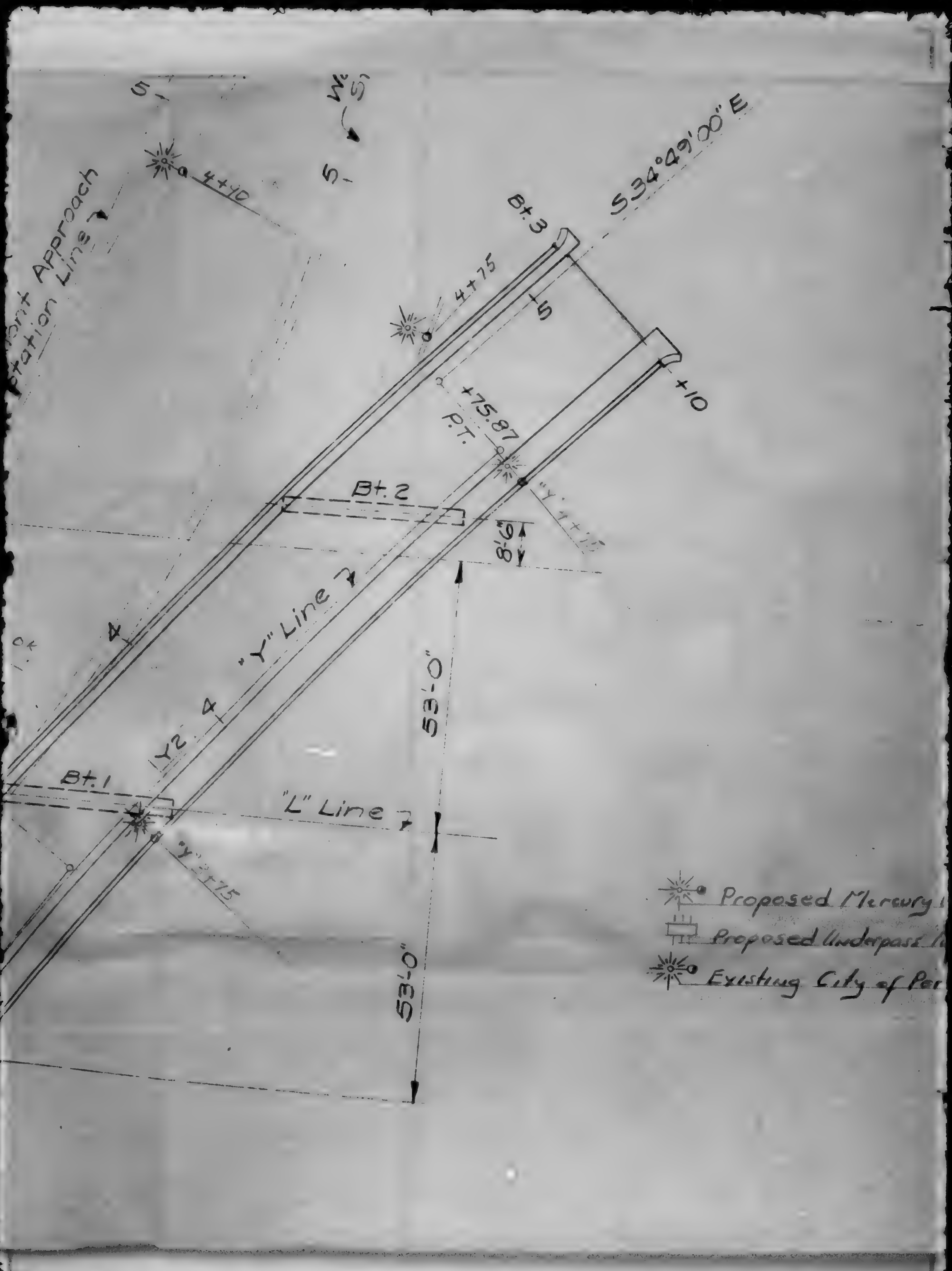
Line	Station	W1	W2
A	0+00.00 to 1+92.00±	13'	—
	1+92.00± to 2+92.00±	13'	3'-9'
	2+92.00± to 15+00.00	13'	9'
	15+00.00 to 18+00.00	—	9'-13'
	18+00.00 to 18+36.06	—	13'
B	2+15.00± to 9+98.50	9'	13'
	9+98.50 to 14+00.00	—	13'
	14+00.00 to 19+25.00	9'	13'
C	6+34.18 to 8+55.00±	13'	—
	8+55.00± to 9+55.00±	13'	3'-9'
	9+55.00± to 15+00.00	13'	9'
	15+00.00 to 18+36.06	13'	—
	18+36.06 to 21+15.00	13'	13'
D²	All of structure*	13'	9'

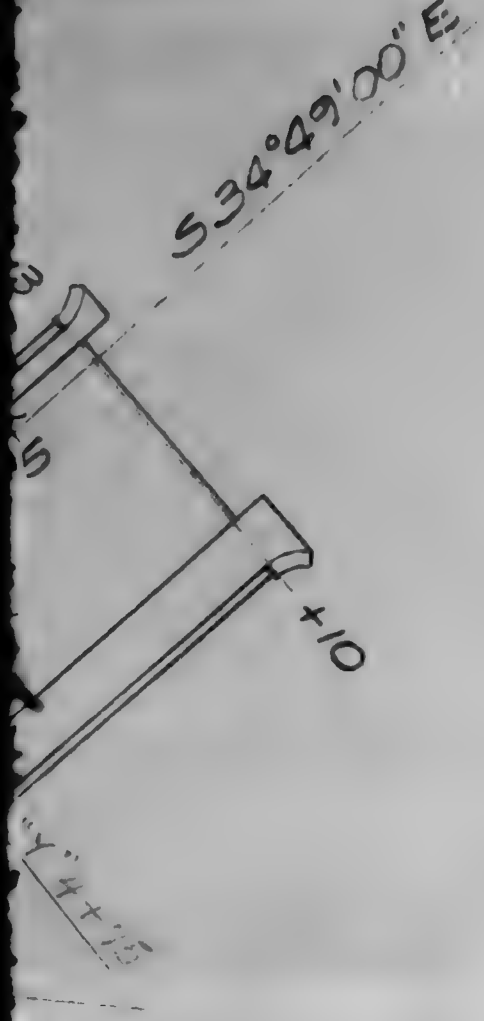

"C" Line
7°30' C.
2'-0"
14
13
+04
Bt. 9
"C" 13+5
Bt. 8
+85.17
P.C.S.
"SE" Line
SE1
12
+92.47
P.S.
420
421
Sta. Line
2'-0"
18'-0"
2'-0"
"Y" LINE
4'-0" diam.
1'-0"
5'-0" R.


"A"11
+91
12
26°17'15"
2@23.6
Bt.7
Bt.6
+30.21
P.S.C.
℄ Western Union
84" Sewer ℄
11
54'-0" to face of cols.
22'0"
+32.
11
+42.47
P.S.C.
422
"SE" 10+30.21 P.C.S. = 31' Lt.
"L" 422+42.47 P.O.C.
Bt.
8'-0"
2'-0"R.


Morrison Appr
Station Line
Water Ave. "On" Ramp
Station Line
-4
-4
+32.58 "C" 10+95
11
C1
Remove Exist. Bt. M1
+60.51
P.C.S.
Bt. 5
423
15'-0"
12'-0"
424
Proposed Bt. M1
to face of cols.
10
-3
-3
58°22'15"
54'-0"
"C" 9+70
2+80
Bt. 4
14'-0"
9'-6"
+64.35
72°09'50"
"B" 2+


+49.97
F.S.
Belmont Approach
Station Line
2'-0"
+10
Bt.3
4
4
3+90 OK
Bt. M17
M17
3'-0" cols.
425
+10.51
P.T.
"B" 3+45
Bt.2
S11°30'00"W
426
Bt.
8'-3"
12'-3"
54'-0" to face of cols.
3
79°07'30"
3
6'-9"
4'-0"
3'-0" cols.
Bt.1, +75.68
2+90
+19.48
P.C.
3
°12'00"E
"Y"


S34°49'00"E
Bt.3
Bt.2
Bt.1
4+40
4+75
5
+10
+75.87
P.T.
"Y" 4+11
8'-6"
53'-0"
53'-0"
"Y" Line
"L" Line
Y2
4
4
"Y" 2+75
ront Approach
tation Line
5
5
Proposed Mercury
Proposed Underpass
Existing City of Por



✳ Proposed Mercury Vapor type II luminaire, 6800 lumen lamp
▭ Proposed Underpass luminaire, 1000 lumen fluorescent lamp
✳ Existing City of Portland luminaire

"C" 1973

Curve	Degree	Total Δ	TS1	TS2	Lnc	LS
A1	12° Lt.	15°47'20"	126.35		[illegible]	[illegible]
A2	20° Rt.	111°00'50"	504.36	522.74	[illegible]	[illegible]
A3	8° Lt.	18°38'14"	197.74		[illegible]	[illegible]
A4	12° Rt.	15°49'06"	134.37	73.56	[illegible]	[illegible]
B1	26° Lt.	142°38'36"	726.11		[illegible]	[illegible]
B2	13° Rt.	43°07'40"	239.76		[illegible]	[illegible]
C1	18° Lt.	117°10'44"	629.49		[illegible]	[illegible]
C2	12° Rt.	19°44'36"	158.37		[illegible]	[illegible]
D²1	10° Lt.	34°11'30"	277.01		141.32	[illegible]
D²2	20° Lt.	71°01'44"	308.79		155.14	[illegible]
BD1	26° Lt.	20°54'00"	97.10	49.59	[illegible]	[illegible]
BD2	16° Rt.	47°28'30"	269.01	311.86	36.12	[illegible]
SE1	4° Rt.	15°05'19"			208.47	[illegible]
SE2	6° Lt.	16°36'53"	239.65		76.91	[illegible]
W	125 **	117°07'10"	204.46		255.51	
Y1	10° Rt.	23°24'54"	118.73		234.15	
Y2	6° Rt.	9°23'00"	78.37		156.39	
L	1°30' Lt.	5°31'14"	259.17		218.04	[illegible]

* Spiral Segment
** Radius

CURVE DA

21

Bt.1

LS1	LS2	S1	S2	a1	a2
120		7°12'00"		10.0	
160	200	16°00'00"	20°00'00"	12.5	10.0
160		3°24'00"		5.0	
150		7°00'00"		9.0	
[illegible]		16°54'00"		20.0	
130		3°24'00"		10.0	
200		13°00'00"		9.0	
150		9°00'00"		8.0	
200		3°00'00"		5.0	
200		20°00'00"		10.0	
130		16°54'00"		20.0	
200	300	6°00'00"	25°36'00"	8.0	5.0
100 *	200	2°45'00"	4°00'00"	2.5	2.0
200		6°00'00"		3.0	
150		1°07'30"		1.0	

ATA

Line	Station
A	8+30.82
B	5+30.65
A	12+88.28
W	8+30.96
A	13+88.59
W	9+34.12
A	14+88.50
SE	13+85.58
A	16+07.94
L	417+81.48
B	3+32.26
L	425+05.67
B	8+98.37
D²	424+36.25
B	13+96.37
W	10+54.89
B	16+93.61
SE	16+75.35

INTERSEC

"C"+64.71,1

"C" 12

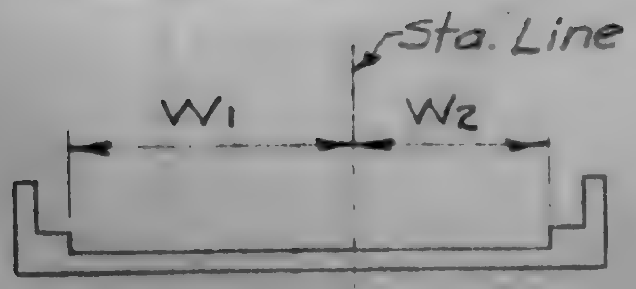
ation	Angle (tan.-tan.)
30.82	62°01'40"
30.65	
88.28	26°46'00"
30.96	
88.59	27°21'30"
34.12	
88.50	36°09'30"
85.58	
+07.94	28°39'00"
+81.48	
32.26	79°07'00"
5+05.67	
98.37	72°38'30"
+36.25	
-96.37	87°55'30"
-54.89	
-93.61	14°05'30"
75.35	

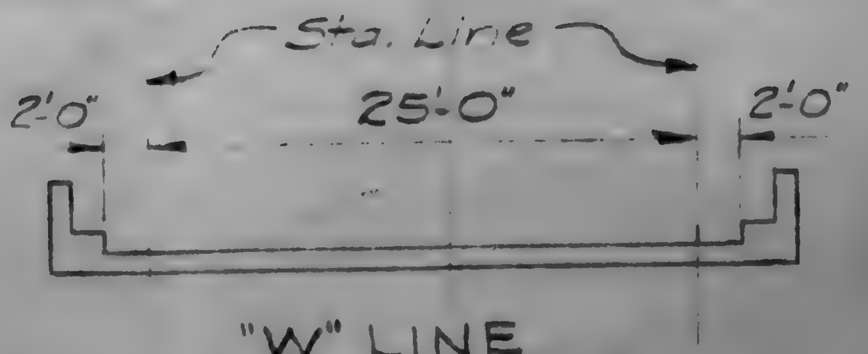
Line	Station	Angle (tan.-tan.)
C	10+35.94	44°51'30"
L	423+23.51	
C	14+43.97	29° 12'30"
SE	13+32.08	
C	15+71.64	21°49'30"
L	419+21.25	
D²	418+05.99	25°13'00"
SE	14+69.40	
D²	419+35.19	60°57'00"
W	9+91.70	
BD	14+00.86	79°31'30"
W	10+28.58	
BD	15+83.60	20°20'00"
SE	15+51.19	
Y	3+76.54	52°16'42"
L	426+34.91	

Line	
A	0+00. 1+92. 2+92. 15+00. 18+00
B	2+15 9+98 14+00
C	6+34 8+55. 9+55.0 15+00.0 18+36
D²	All
BD	9+98. 14+00 14+85

* 416+5

TERSECTING STATIONS & ANGLES



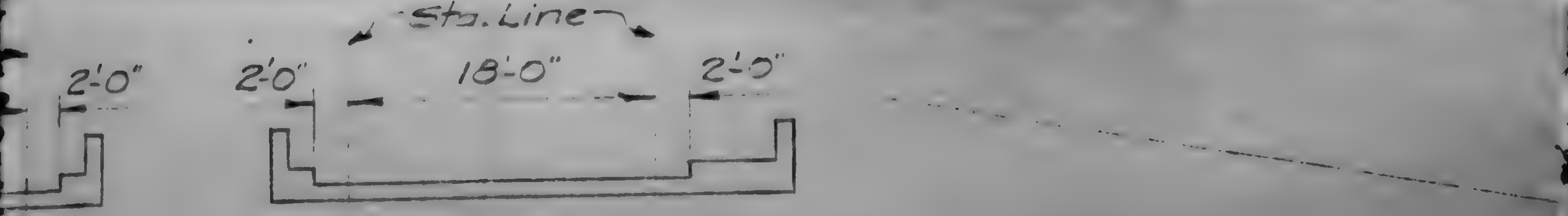


"W" LINE

Line	Station	W_1	W_2
A	0+00.00 to 1+92.00±	13'	—
	1+92.00± to 2+92.00±	13'	3'-9'
	2+92.00± to 15+00.00	13'	9'
	15+00.00 to 18+00.00	—	9'-13'
	18+00.00 to 18+36.06	—	13'
B	2+15.00± to 9+98.50	9'	13'
	9+98.50 to 14+00.00	—	13'
	14+00.00 to 19+25.00	9'	13'
C	6+34.18 to 8+55.00±	13'	—
	8+55.00± to 9+55.00±	13'	3'-9'
	9+55.00± to 15+00.00	13'	9'
	15+00.00 to 18+36.06	13'	—
	18+36.06 to 21+15.00	13'	13'
D^2	All of structure*	13'	9'
BD	9+98.50 to 14+00.00	9'	—
	14+00.00 to 14+85.00	9'	13'
	14+85.00 to 17+50.00	9'-4'6	13'

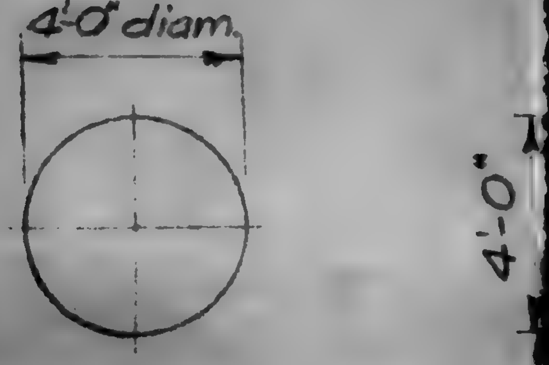
* 416+55 to 417+43, 11'-13', 9'

TYPICAL ROADWAY SECTIONS



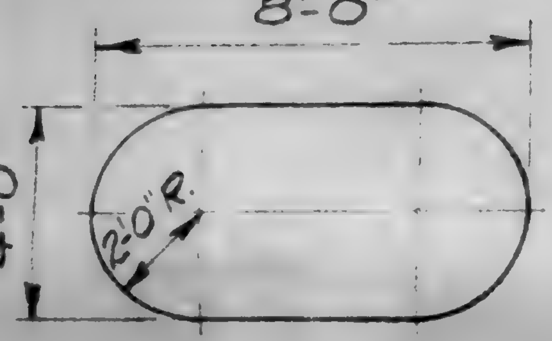
"Y" LINE

IONS

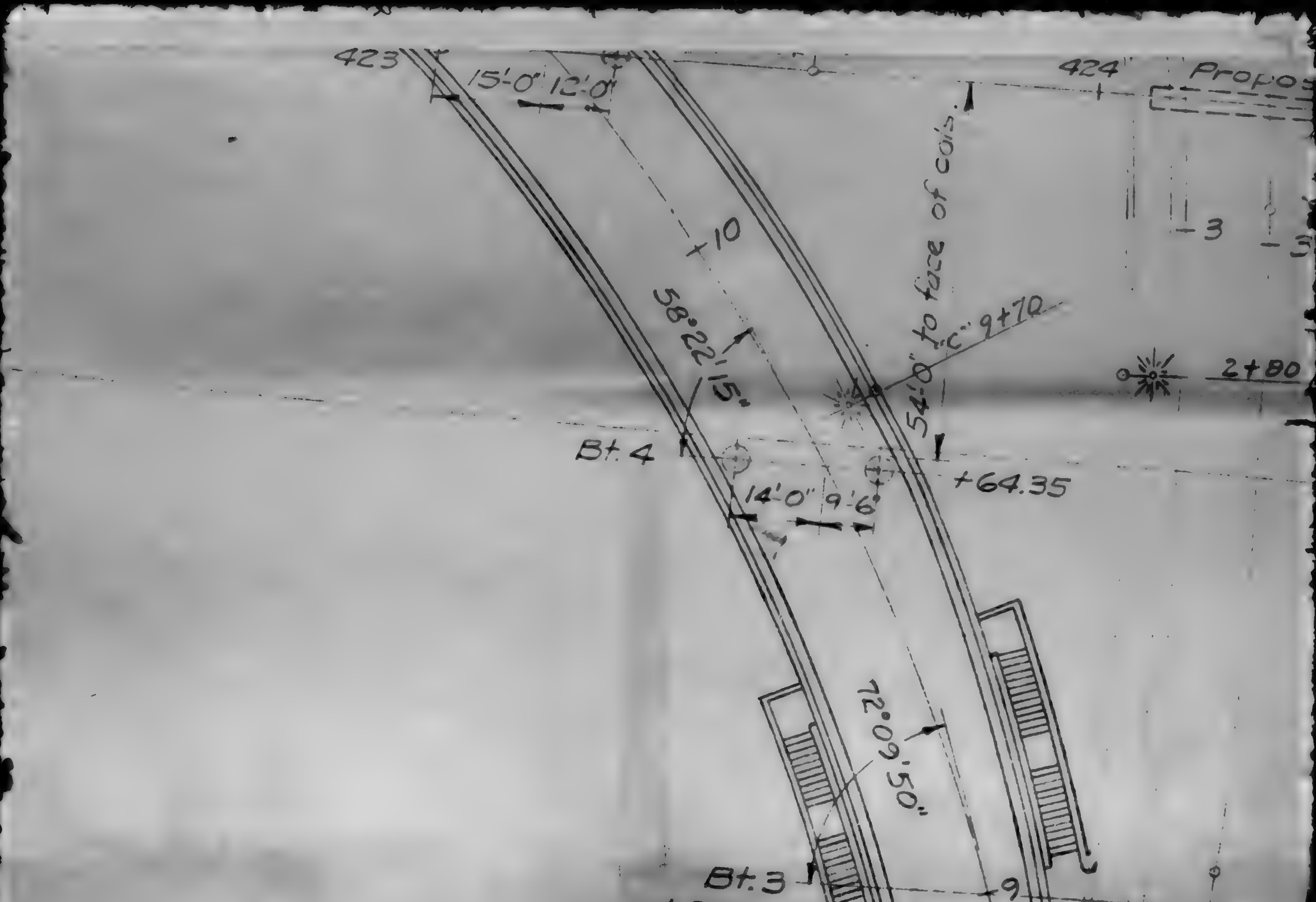


TYPICAL COLU

"SE" 10+32
"L" 422+

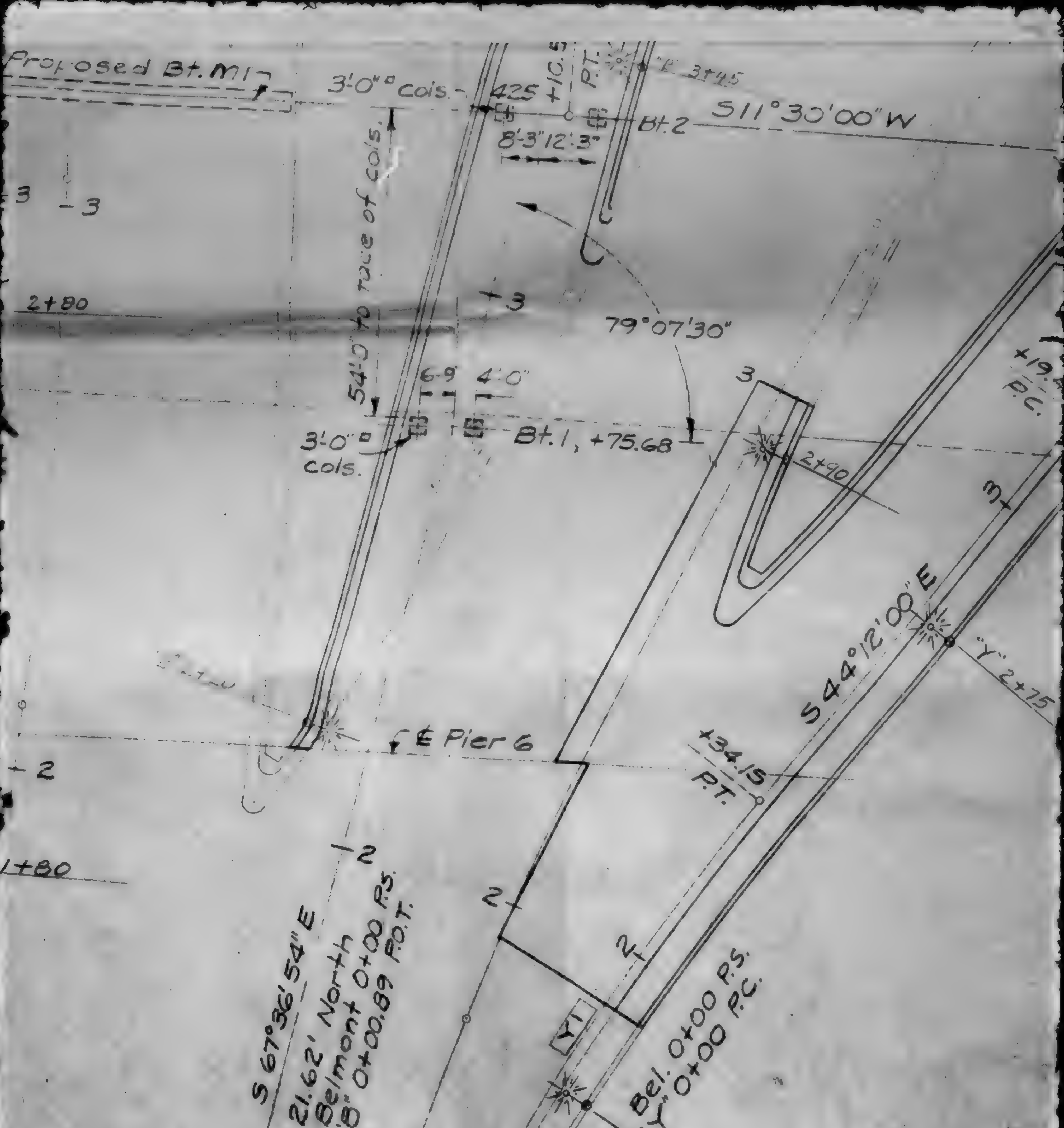


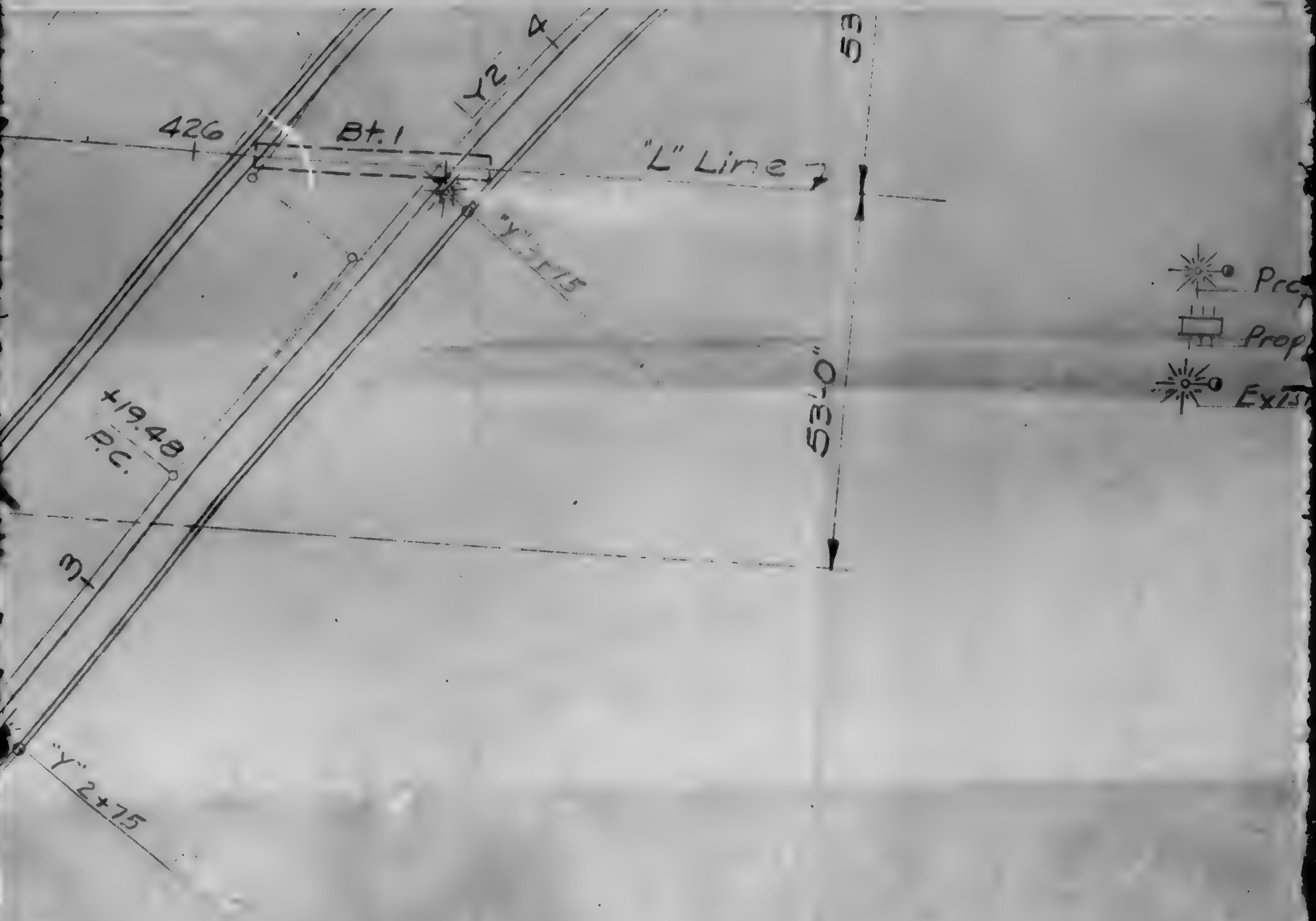
COLUMN SECTIONS



Bts. 1, 2 & 3 to tie in to existing piers of Morrison Bridge

11' South & 57.57' West of Morrison 0+00 = "C" 6+34.18 P.S.


Proposed Bt. M1
3'-0"□ cols.
425
+16.5
P.T.
"E" 3+45
S11°30'00"W
Bt. 2
8'-3" 12'-3"
3
3
54'-0" to face of cols.
2+80
3
79°07'30"
6-9 4'-0"
3
+19.
P.C.
3'-0"□ cols.
Bt. 1, +75.68
2+90
3
S44°12'00"E
"Y" 2+75
℄ Pier 6
2
+34.15
P.T.
1+80
2
2
2
S67°36'54"E
21.62' North
Belmont 0+00 P.S.
="B" 0+00.89 P.O.T.
Y1
Bel. 0+00 P.S.
"Y" 0+00 P.C.
1+75



Jan. 25, 1960, Revised, J.H.W.

April 20, 1960, Revised, Field ties added. Shaded columns are staked in field. J.H.W.

Proposed Mercury [illegible] type II luminaire, 6800 lumen lamp

Proposed Underpass luminaire, 1000 lumen fluorescent lamp

Existing City of Portland luminaire

.W.

ties

OREGON STATE HIGHWAY DEPARTMENT

MORRISON INTERCHANGE

EASTBANK FREEWAY - MULTNOMAH COUNTY

PRELIMINARY COLUMN LAYOUT

DRAWN BY J.H.W.
NOV. 27, 1959

BRIDGE NO. 8589

DRWG. NO. 8589-A

ury [illegible] type II luminaire, 6000 lumen lamp

ass luminaire, 1000 lumen fluorescent lamp

f Portland luminaire

OREGON STATE HIGHWAY DEPARTMENT
MORRISON INTERCHANGE
EASTBANK FREEWAY - MULTNOMAH COUNTY
PRELIMINARY COLUMN LAYOUT

DRAWN BY J.H.W.
NOV. 27, 1959

BRIDGE NO. 8589
DRWG. NO. 8589-A

P

RECEIVED
[illegible] 1960
FOR FILING

I-5-6(17)301

5888

Contract.
E Bank

1662
1705

June 16, 1960

Mr. Fred Meek, President
East Side Commercial Club
515 S. E. Alder Street
Portland 14, Oregon

Dear Mr. Meek:

I am in receipt of your letter of May 31 concerning the problem of access to the industrial area lying between the Hawthorne Bridge and the Burnside Bridge and between Union Avenue and the Willamette River.

As stated in our previous letter, this problem is an extremely difficult one. The design criteria, which must be adhered to in order to secure federal approval and participation on a 90 per cent basis, are very rigid. The principles, in general, are that the interstate routes shall bring the traffic to and through areas of population and industrial concentration. They shall, in general, be an integrated through-traffic system. I quote to you from a memorandum to Division Engineers of the Bureau of Public Roads dated July 27, 1956 entitled "Selection of Additional Interstate Routes in Accordance with Federal-Aid Highway Act of 1956" the following excerpts:

"For the service of interstate system traffic and other traffic bound in and out of the city to and from exterior points, the routes selected should provide for convenient collection and delivery. Although the interstate routes must bear a proper relation in location and character to other parts of the street system, they will be the routes of principal service to the interstate system traffic."

"Routes which avoid the business centers of cities are needed to serve traffic bound to or from points other than the center of the city. Such routes may be so located as to serve both as arteries for through traffic around the city between various approach highways and as distribution routes for the movement of traffic with local origins and destinations to and from the various quarters of the city. The pattern of such routes depends upon the topography and plan of each particular city. At many of the relatively large cities the need is for routes completely encircling the city. In some of the larger cities a belt route near the central business district may be needed in addition to an outer circumferential route."

"Interstate system routes will provide for only a small portion of the movement of traffic in most cities."

A study of the map forwarded to you will reveal that the problem is an extremely difficult one. The rules concerning interchange locations are quite rigid. Obviously, an interchange must be included in the design at the intersection of the Marquam Bridge and the proposed future Mt. Hood Freeway and Union and Grand Avenues. This is a major traffic interchange. Also, it is necessary that an interchange be made with the Banfield Freeway, which is also a part of the Interstate System. The Morrison Bridge is situated approximately midway between these two interchanges and provisions have been made to provide for service to both east and west Portland at this location. The ramps in all instances, except for the Seventh Street-Eighth Street couplet, discharge on Union and Grand Avenues. This is necessary because of problems of railroad separation. It is possible to discharge the Seventh-Eighth Street couplet onto Union and Grand Avenues also; however, the problem arises of capacity of Union and Grand Avenues. It would do no good to discharge traffic onto this couplet in such volumes as to overload it, possibly making the removal of parking necessary and the consequent blight to the business potential facing thereon.

Further, we wish to call attention to the fact that more generally the Seventh-Eighth Street couplet should be used for service to the area east of Union and Grand Avenues for traffic to and from the south and that the more likely route to and from the south should be via Harbor Drive and the Morrison Bridge. Traffic from the east side industrial area may go directly south via the Washington Street ramp across the Morrison Bridge and thence southbound to the Freeway over Front Avenue and Harbor Drive. Northbound traffic can use Harbor Drive and approach the Morrison Street Bridge either via the Clay Street ramp and Second Avenue or via Harbor Drive by the future Ash Street connection and thence to the Morrison Street Bridge. This latter route will be slightly longer but will require less travel on city streets.

Again, I wish to state that this problem has been studied thoroughly by Mr. Fred Fowler, the City of Portland's Highway Coordinator, by the Traffic Engineering Division of the City of Portland and by the Traffic and Urban Engineering Divisions of the Oregon State Highway Department. All are in agreement that the difficulties and accident potential which would accrue from additional ramps in the Yamhill Street area are not desirable.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Fred Fowler
Mr. William Weller
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw

TB:jw ae

PLEASE RETURN TO
FORREST COOPER

EAST SIDE Commercial Club
BELMONT 2-7155 PORTLAND 14, OREGON 615 S. E. ALDER STREET

May 31, 1960

RECEIVED
JUN - 1 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. W. C. Williams
State Highway Department
Salem, Oregon

Dear Mr. Williams:

We wish to acknowledge your letter of May 18, 1960, in response to our petition concerning an egress route to the Central East Side for north bound traffic on the East Bank Freeway. We have further studied the matter in committee and again petition a further consideration be given the matter.

We wish to mention specifically that the egress route pointed out in your letter places such traffic as is intended for the Central East Side warehouse area existing between the Hawthorne Bridge on the south and the Burnside Bridge on the north and west of Grand Avenue in a position where it shall be necessary to proceed to their destination through a maze of narrow streets and across several arterial streets including Grand and Union Avenues. We feel that that situation would eventually result in a dislocation of the present land usages to the detriment of the present business interests.

We feel very strongly about this egress route and its effect upon the business interests lying between the Hawthorne and Burnside Bridges, bounded on the east by Union Avenue, and will appreciate it if a hearing can be arranged with perhaps the city officials participating.

Very truly yours,

THE EAST SIDE COMMERCIAL CLUB

hi: Signed: Fred Meck (HS)
Fred Meck
President
Earl Bolliger
Earl Bolliger
First Vice-president
John Jersey
John Jersey
Chairman, Highway Construction
and Coordination
Ernest Schmitz
Ernest Schmitz
Chairman, City and County Affairs
Jack Burns
Jack Burns, Chairman - [illegible]

EDW Draft Reply

RECEIVED
JUN 1 1960
OREGON
STATE HIGHWAY COMMISSION

P

RECEIVED
1960

FOR FILING

May 18, 1960

1662

East Side Commercial Club
Weatherly Building
510 S. E. Morrison Street
Portland 14, Oregon

Gentlemen:

I am writing in reply to the petition to me by your club concerning the design features of the proposed East Bank Freeway. I am enclosing herewith a copy of a planimetric map showing the various ramps that provide service to the near East Side business district.

When the design of the East Bank Freeway was undertaken, we were well aware of the importance of this area as a commercial district and fully realized the traffic-generating potential of this area. Many discussions were held with the Highway Coordinator for the City of Portland, Mr. Fred Fowler, who is very familiar with the problem. Accordingly, ramps were planned from the freeway to Seventh and Eighth Streets which will provide for an additional one-way couplet into the area from the south. The area is adequately served from the north and east by ramps at Morrison and Belmont Streets. The inclusion of an additional ramp to Water or Yamhill Streets would seriously affect the already-involved area in the Morrison Bridge Section.

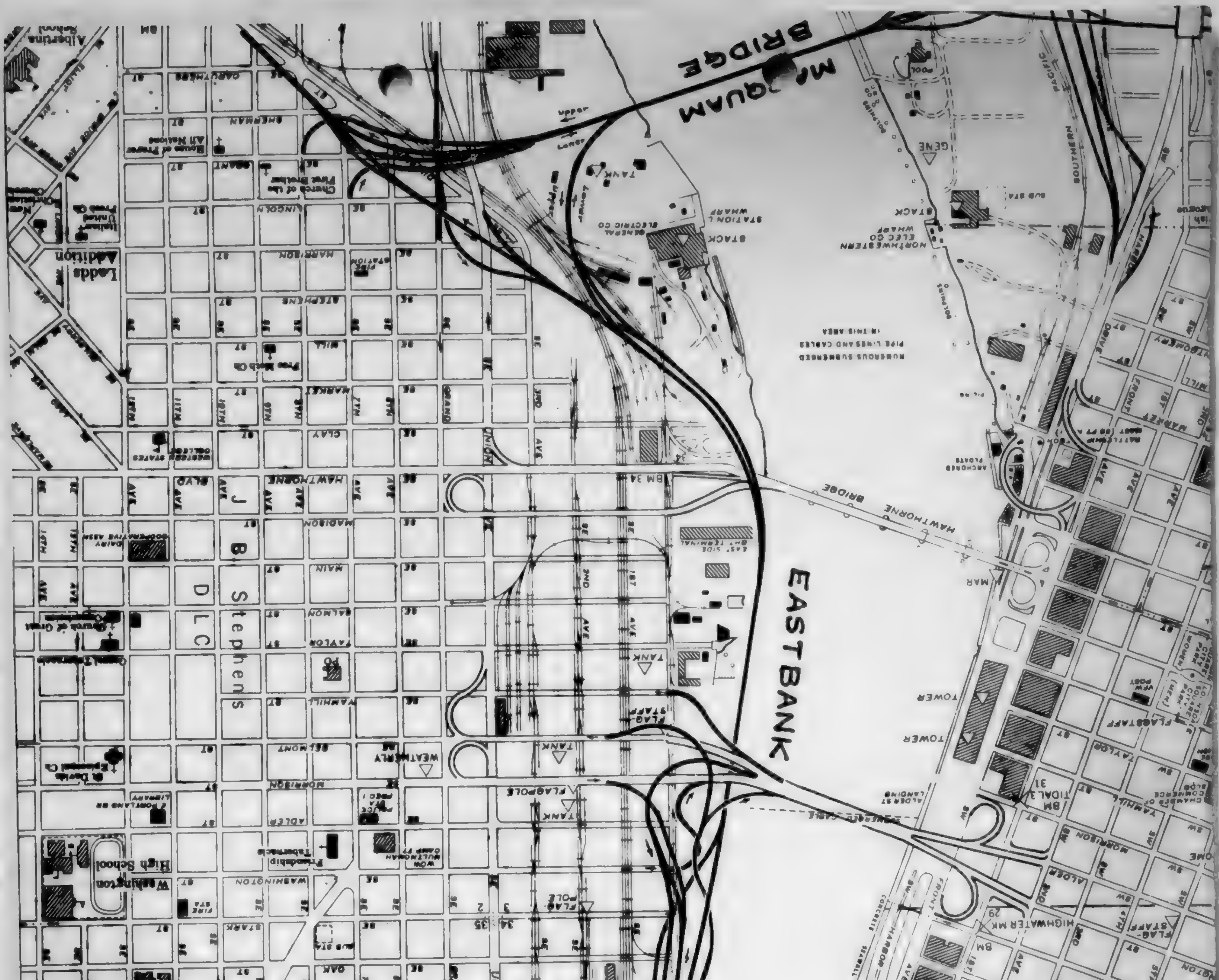
After due consideration of the factors involved in this matter and after many conferences with representatives of the City of Portland, we have evolved the plan commented on above which we feel will meet the necessary federal design standards and will adequately serve the area.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.
cc Mr. Forrest Cooper
Mr. Tom Edwards

TE:jw FC:fn gm


MARQUAM BRIDGE
EASTBANK
HAWTHORNE BRIDGE
BURNSIDE BRIDGE
BANFIELD FREEWAY
J B Stephens D L C
Washington High School
Benson Polytechnic High School
Ladds Addition
SOUTHERN PACIFIC
STEEL BRIDGE
TOWERS
HIGHWATER MK
30

PLEASE RETURN TO
FORREST COOPER

REFERRED TO Cooper
By State Highway Engineer

EAST SIDE Commercial Club
BE 2-7155 · PORTLAND 14, OREGON · WEATHERLY BUILDING
510 S. E. MORRISON STREET

April 25, 1960

Oregon State Highway Department
Salem, Oregon

Attention: W. C. Williams

Dear Sir:

We, as members of the Board of Directors of the East Side Commercial Club and representing the entire membership of the Club, a body consisting primarily of Central East Side business firms, respectfully petition your interest and consideration in the following matter in connection with the proposed East Bank Freeway system to be located contiguous to and through the East Side business area.

WHEREAS: The plans and scale model of the system as presented does not provide for egress for North bound traffic into the Central East Side area except at remote points, which, if relied upon, would require use of narrow streets and force traffic across heavily used arterial streets in order to get into the Central East Side area.

WHEREAS: Egress is provided from the freeway into the Central East Side area for South bound traffic.

WHEREAS: Much of the Central East Side area is devoted to warehousing and service facilities resulting in much of the traffic consisting of trucks seeking terminal facilities and service.

WHEREAS: A substantial volume of out-state business is conducted with firms in the Central East Side, and other traffic seeking this area is considerable.

WHEREAS: Access to the highway from the Central East Side area is construed as a matter of secondary importance inasmuch as the traffic would consist to a larger extent of a smaller proportion of loaded equipment, etc.

WHEREAS: Competent opinion has been expressed that property values in the affected area would be substantially depressed by resulting isolation because of lack of proper egress.

THEREFORE: We feel that an egress route into the Central East Side area for North bound traffic is of prime importance and feel that such a facility may possibly be established on the right hand side of the Freeway going North with the exit onto Water Street and/or Yamhill Street.

Your consideration of the possibility of establishing this facility is hereby petitioned.

Sincerely,

THE EAST SIDE COMMERCIAL CLUB

Signed:
Fred Meek
President
Fred Meek
Earl Bolliger
First Vice-president
Earl Bolliger
John Jersey
Chairman, Highway Construction and Coordination
John Jersey
Ernest Schmitz
Chairman, City and County Affairs
Ernest Schmitz
Jack Burns
Chairman, Programs
Jack H. Burns
Frederic F. Wolfer
Executive Secretary
Frederic F. Wolfer

RECEIVED
OFFICE OF
ENGINEER

RECEIVED
2 7 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

NOTED
W. G. WILLIAMS

May 2, 1960

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: File No. 29169 - Fouch
Electric Company
Minnesota Freeway Section
Pacific Highway
Multnomah County
Project No. I-5-6(17)301
Your File No. 08-35.7

Dear Mr. Polk:

This will reply to your letter of April 26, 1960, over the signature of Mr. D. M. Emrich.

We have called to Mr. Walstrom's attention the typographical error contained in his appraisal. A suitable corrected sheet has been forwarded by his office and is now substituted in the appraisal files. It was his intention to use a square foot rental of 6 cents rather than $5.50 or 55 cents.

Inasmuch as Mr. Walstrom's opinion of value is unchanged, and since a legal opinion has been rendered which holds that we are required to buy the equipment which is purchased under this file, there appears to be no occasion for a further reappraisal of the review opinions written by Mr. English prior to negotiation.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:ag

cc Mr. W. G. Williams ✓
Mr. L. I. Lindas

RECEIVED
[illegible]

FORM E-128-X 50M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

NOTED
W. C. WILLIAMS

April 8, 1960

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Files No. 29671
and No. 29673
Minnesota Freeway Section
Pacific Highway
Multnomah County
Project No. I-5-6(17)301

Dear Mr. Polk:

This letter is in reply to your letter of March 24, 1960, concerning the subject files.

I discovered, a few months ago, that our Appraisal Supervisor, at the time of field review of line appraisals, was stamping each appraisal which met his approval with a stamp reading, "Reviewed and Approved." Among those so stamped were appraisals on files which required additional appraisals by Commission policy.

This basic error was immediately called to his attention and, I believe, arrested at that point. Steps were taken to advise our field offices of this error, and they were asked to be vigilant against making offers on the basis of this erroneous approval. Unfortunately, several offers had been made prior to the detection of this error. The lapse was, in fact, called to my attention by receipt of an option based upon an "approved" figure higher than the final review.

We are particularly embarrassed in our efforts to rescind offers which were made on this erroneous basis in Division I. Great stress has been laid there upon our appraisal policies and the one-offer system. In view of the public relations involved and the relatively small monetary differences, we have accepted several deals (I think, as many as five), which have exceeded the review figure.

I have recently returned one additional deal and asked that an effort be made to close at the review figure. I have also issued instructions that, in spite of the embarrassment, a letter be sent out rescinding any additional offers made on the erroneous basis.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. W. G. Williams ✓
Mr. L. I. Lindas

RECEIVED
APR 11 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILE

When replying, refer to
08-35.7

408 State Highway Building
Salem, Oregon

March 24, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(17)301
Minnesota Freeway
Files 29671 and 29673

Dear Sir:

A review of State records on the above mentioned files indicates that a Right-of-Way Negotiator offered the property owners the high appraisals prior to an appraisal review.

On file 29671 your records indicate an offer was made about one week prior to the appraisal review. The settlement was made about one week following the review. The review was $11,250 and the settlement was $12,250.

On file 29673 your records indicate an offer was made about 5 days before the appraisal review. The offer was based on the high appraisal, and the review was on the lower appraisal. There was no settlement.

As you are aware, Federal Aid participation is based upon a proper appraisal review being made before monetary negotiations. The settlements must not be substantially outside the range of the State's appraisals.

In order that we may recommend the amount of Federal Aid participation please advise this office whether or not the information in your records represents a true picture of negotiations.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Orig
Wright

26-3730 Rooster Rock State Park Parking Area
Extension, E. of Portland 1961
#5889

RECEIVED
JUL 6 1961
FOR FILING

5889

July 6, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5889 for the Rooster Rock State Park Parking Area Extension in Multnomah County was completed by the contractor, Warren Northwest, Inc., on May 17, 1961, and was formally accepted by the Highway Commission on May 26, 1961.

Final payment in the amount of $500.00 will be released to the contractor on or after July 12, 1961. The total contract amount is $16,377.18, of which amount $86.84 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #5

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 20, 1961

Section Rooster Rock State Park

Highway Columbia River County Multnomah

Contractor Warren Northwest, Inc.

Date of contract Apr. 14, 1961

Date work started Apr. 12, 1961

Project authorization $ 19,906.88

Exclusive of engineering $ 18,491.28

Kind of work Parking Area Extension

Section prefix 26-3730

Contract number 5889

Specified work days 35

Work days used 12

Per cent of time elapsed 34 %

Estimated cost of completed project, exclusive of engineering $ 16,477.18

Estimated per cent overrun or underrun -10.12 %

Per cent of contract completed, based on estimated cost 99.4 %

Engineering authorization $ 1,415.60

Engineering cost to date $ 1,221.35, 86.3 %

Date project was completed May 17, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	100	-	-	100	- 100	-

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor paved Tuesday and Wednesday completing this project. Contractor's equipment has been removed and project is ready for final inspection.

Semi-final estimate completed and submitted to Division Office today.

This will be the last weekly report on this project.

Final Inspection made by Ass't Div. Engr. Hunter on Friday, P.M.

NOTED
JOHN R. OAKES

MAY 22 1961

Signed C T Keasey EGB CB
C. T. Keasey, Res. Eng'r.

Address PO Box 625, Troutdale, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	Rock				
Total estimated quantities (contract)	2,120				1,100
Total quantities corrected to date	[illegible] 1,630				1,214
Estimated quantities moved or placed to date	1,630				1,214
Average daily quantities					600
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					15

Men	14
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	7
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., . . . Pave Mach. 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAY 10 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

26 - 3230

5889

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1961

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5889, awarded April 14, 1961, for the Rooster Rock State Park Parking Area Extension in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

26-3331 Talbot State Park, standard latrine,
on Crown Point Sec. Hwy. W. of
Bridal Veil. 1961
#5890

RECEIVED
SEP 26 1961

FOR FILING
56-3331

5490

September 25, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5890 for latrine construction in the Guy W. Talbot State Park, Multnomah County, was completed by the contractor, Earl S Christensen, on July 13, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of $546.92 will be released to the contractor on or after October 2, 1961. The total contract amount is $5,693.98, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Mr. Earl S. Christensen
6520 SE Morrison St.,
Portland
Oregon

J Cook

RECEIVED
JUL 21 1961
FOR FILING

5890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Earl S. Christensen completed work on the Guy W. Talbot State Park Project in Multnomah County, Contract #5890 (State Project), on July 13, 1961.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED
FLOYD QUERY

NOTED ON CARD

RECEIVED
MAY 10 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

20-3351
5890

May 9, 1961

Mr. Earl S. Christensen
6520 SE Morrison Street
Portland
ORegon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5890, awarded April 14, 1961, for a standard latrine in Guy W. Talbot State Park, Multnomah County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 2 1961

FOR FILING

26-3331

5490

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Earl S. Christensen started work on the Guy W. Talbot State Park Project in Multnomah County, Contract #5890 (State Project), on April 26, 1961.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query ✓

NOTED
FLOYD QUERY

U-155(7) S. E. 9th St.-S.W. 4th St. 1961
(Pendleton) Sec., Pendleton-
#5891 John Day Hwy. Folder # 1

CYH
2327
1-16-61

RECEIVED
JUN 19 1961
FOR FILING

U-155 (7)

5891

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the S. E. 9th St.-S. W. 4th St. (Pendleton) Section of the Pendleton-John Day (Northbound) Highway in Umatilla County, Contract No. 5891, in connection with Federal Aid Project No. U-155(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
MAY 15 1961
FOR FILING

U-155(7)

5891

May 15, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 9, 1961, on Contract No. 5891, S. E. 9th Street-S. W. 4th Street (Pendleton) Section, in Umatilla County, in connection with Federal Aid Project No. U-155(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

1

RECEIVED
MAY 12 1961

FOR FILING

U-155(7)

5899

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT: File 31645 - Union Pacific Railroad Agreement
Pendleton-John Day Highway
Umatilla County

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission original and duplicate copies of combined construction and easement agreement with Union Pacific Railroad Company relative to one-way couplet in Pendleton. The instrument should be acknowledged by the Highway Commission.

After execution by the Commission, please return both copies direct to me for further handling.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 2

cc: G. S. Paxson

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 12 1961
FORM 2-984 VOH 7-60 29394
FOR FILING
U-155(7)
5891

2

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT: File 31645 - Union Pacific Railroad Agreement
Pendleton-John Day Highway
Umatilla County

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission original and duplicate copies of combined construction and easement agreement with Union Pacific Railroad Company relative to one-way couplet in Pendleton. The instrument should be acknowledged by the Highway Commission.

After execution by the Commission, please return both copies direct to me for further handling.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 2

cc: G. S. Paxson

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

p

4-155(7)
5891

May 9, 1961

S. D. Spencer & Son
4614 NE 72nd Avenue
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5891, awarded April 14, 1961, for grading-paving-signing-traffic signals on the SE 9th St. -SW 4th St. Section (Pendleton) of the Pendleton-John Day Highway (Northbound) in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 4 1961
FOR FILING

11-155(7)

5491

P

May 4, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. Ralph Basinger

Dear Sir:

We are mailing, under separate cover, a copy of Contract No. 5491 with S. D. Spencer & Son together with a copy of special provisions and plans covering grading, paving, signing and traffic signal work on the S.E. 9th St.-S.W. 4th St. (Pendleton) Section of the Pendleton-John Day (N. Bound) Highway in Umatilla County, bids for which were received in Salem on April 11, 1961.

In general, the project will not interfere with your company's facilities except for crossing spur tracks to lumber yard and flour mill at Highway Stations 22+28.0 and 25+94.75, including minor grading and paving work, as indicated on Sheet No. 4 of the plans.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and other property which might be damaged by the contractor's operations as set forth in the insert titled "Relations With Railroad Company"; also, the contractor is to furnish protective and liability insurance as set forth on page 57 of the special provisions and in the above-mentioned insert.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: Mr. G. S. Paxson
Mr. J. N. DeSousa
Mr. A. H. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

jw:cr

RECEIVED
APR 28 1961
FOR FILING

U-155 (7)

5891

Salem, Oregon
April 27, 1961

Agreement - One-way
Couplet, Pendleton

Mr. J. W. DeSouza
Department

I attach hereto original and duplicate copies of the agreement with the Union Pacific Railroad Company covering the one-way couplet in Pendleton. These have been reviewed by the Bureau of Public Roads and the Construction Division, and if you find them in order, please send them on for completion by the Commission.

G. S. Paxson
Assistant State Highway Engineer

GSP:ma

Enclosures (3 Letters,
Agreement)

FORM E-20 30M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1961

SUBJECT: S.E. 9th St.-S.W. 4th St.
(Pendleton) Section
Pendleton-John Day Hwy.

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
BUILDING

We have reviewed the agreement covering our construction of the subject-named job in connection with its relationship to the Union Pacific Railroad.

We find the agreement is quite satisfactory and recommend that it be accepted.

Tom Edwards
Construction Engineer
By L. H. Young
L. H. Young
Asst. Construction Engineer

LHY:jw

Attach.

RECEIVED
APR 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STATES VERNMENT

Memorandum

U.S. D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: April 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

By: DM Emrich
D. M. Emrich
Acting Division Engineer

SUBJECT: Oregon Project U-155(7)
Railroad Agreement

The proposed agreement between the Union Pacific Railroad and the State covering railroad right-of-way in Pendleton, submitted with your memorandum of April 25, 1961 is considered satisfactory. Our approval is with the understanding that no Federal participation will be requested as indicated in your memorandum.

The agreement is returned herewith.

Attachment

RECEIVED
APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1961
FOR FILING

U-105(7)

5891

April 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Attention Mr. Dwight M. Emrich

Dear Sir:

I attach hereto a copy of an agreement between the Union Pacific Railroad Company and the State covering the one-way couplet on Fraser Avenue and Emigrant Avenue in Pendleton. The railroads are on city streets under franchise from the City and there will be no Railroad reimbursable costs in connection with this project. The agreement, however, does give us the right of way across a small triangle of property owned by the Railroad Company. This area does not, however, involve any track crossing.

It will be appreciated if you will give this agreement a preliminary examination and advise as to your approval. This is a copy that must be submitted to the Highway Commission and I would ask that you return it with your comments as soon as possible. Conformed copies will be furnished you when executed by the Commission and by the Railroad Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:er

cc Mr. W. C. Williams

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

APRIL 24, 1961

File: D 9031 - 32 - 1

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Referring to your letter of January 18th and previous correspondence in connection with construction of one-way couplet on Frazer Avenue in Pendleton:

Herewith duplicates of proposed agreement covering easement on Railroad property at S. E. Frazer Avenue and 3rd Street, and also construction of roadway over 3 crossings of Railroads' tracks in this vicinity.

If satisfactory, will you please have both copies executed by the Highway Commission and return for completion on the part of the Railroad Companies?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

encs.

RECEIVED
APR 25 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 26 1961
FOR FILING

4-155(7)

5891

Salem, Oregon
April 25, 1961

Agreement with Union Pacific
Company covering a one-way
couplet in Pendleton

Mr. Tom Edwards
Construction Engineer

Herewith is a copy of an agreement with the Union Pacific Company covering the one-way couplet in Pendleton.

Will you please examine this and advise as to your satisfaction with it and return the copy to me so that it can be placed before the Commission.

G. S. Paxson
Assistant State Highway Engineer

GSP:er

Enclosure

RECEIVED
APR 18 1961
FOR FILING
U-155(7)
5891

408 State Highway Building
Salem, Oregon

April 14, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project U-155(7)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project U-155(7), S.E. 9th St.-S.W. 4th St. (Pendleton) Section of the John Day Highway, we hereby concur, as of this date, in award of Contract No., 5891 to S.D. Spencer & Son, of Vancouver, Washington, low bidder in the amount of $114,427.00 at the April 11, 1961 bid opening.

NOTED

Dexter

P

RECEIVED
MAR 21 1961
FOR FILING

5891

1960

March 20, 1961

Mr. M. O. Gardner
City Manager
City of Pendleton
Post Office Box 397
Pendleton, Oregon

Dear Mr. Gardner:

Referring to your letter of February 1 relative to structures on Emigrant Avenue, I wish to apologize for being so long in replying, but I wished to have the costs of these projects reviewed and up dated to conform to present-day standards and costs.

We find that you were given costs of $450,000 to construct a 30-foot-wide underpass and $650,000 for a four-lane underpass, but the cost of $1,360,000 mentioned in your letter was, I believe, the cost of a structure connecting the Pendleton-John Day Highway into the westerly end of the Court and Dorian Street one-way couplet.

I am sending you a map and profile covering the two-lane underpass, which is presently estimated to cost $800,000.

Further study indicates that our present estimate for a four-lane underpass would be $1,200,000, a two-lane overcrossing would be $850,000, and a four-lane overcrossing would be $1,160,000.

I trust the above will give you the information desired.

Very truly yours,

W. C. Williams
State Highway Engineer

DJB:jk me
Enclosure

cc Forrest Cooper
Tom Edwards

March 6, 1961

EMIGRANT AVENUE GRADE SEPARATION IN PENDLETON

UNDERPASS

	2 Lanes	4 Lanes
Grade and Pave	40,000	132,000
Structures	630,000	935,000
R.R. Traffic during Construction	40,000	40,000
Total Construction	$710,000	$1,107,000
Right of Way	95,000	95,000
TOTAL	$805,000	$1,202,000

OVERCROSSING

	2 Lanes	4 Lanes
Grade and Pave	76,000	108,500
Structures	513,000	790,000
Total Construction	$589,000	$ 898,500
Right of Way	264,000	264,000
TOTAL	$853,000	$1,162,500

[illegible] TO
[illegible]EST COOPER

THE CITY OF PENDLETON

OFFICE OF
THE CITY MANAGER

P. O. Box 397
PENDLETON, OREGON

February 1, 1961

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Williams:

The Pendleton City Council has recently had occasion to study with interest our problems of traffic access between the continually growing southwest end of our city, along Highway 395 and the central part of the city. As you know, our principal means of access along this street is Emigrant Avenue, which is Highway 395. At such time as a one-way couplet is completed, our east bound traffic will be coming in along S.W. Frazer Avenue, and only the west bound traffic will be going along S.W. Emigrant Avenue.

Some years back, the city and the state were working together on the possibilities of having an underpass under the railroad tracks along Emigrant Avenue. We find from communications between the State Highway Commission and the City administration in the years 1951 through 1954, that the estimated cost of an underpass 30 feet wide was $450,000 and the cost to construct a four-lane structure is $650,000. Later, the city and the State Highway Commission became interested in an overpass and it seems that this cost ran in the neighborhood of $1,360,000.

Edw

The World's Round-Up City

Later the project was dropped because it appeared to be too expensive for the benefits to be received. Our records indicate that the State Highway Commission received a report from the State Engineer on the cost for the underpass. Can you verify, at this time, that the estimated costs are as we understand them. Also, if you can send along for our study and review any descriptive information or plans and specifications of a preliminary nature, we would certainly appreciate it. We are especially interested in the less expensive 30 foot wide underpass under the railroad crossing under discussion.

Any assistance you can give us in this matter will be very much appreciated.

Sincerely yours,

M. O. Gardner
City Manager

cc: City Engineer

RECEIVED
FEB - 3 1961
OREGON
STATE HIGHWAY COMMISSION

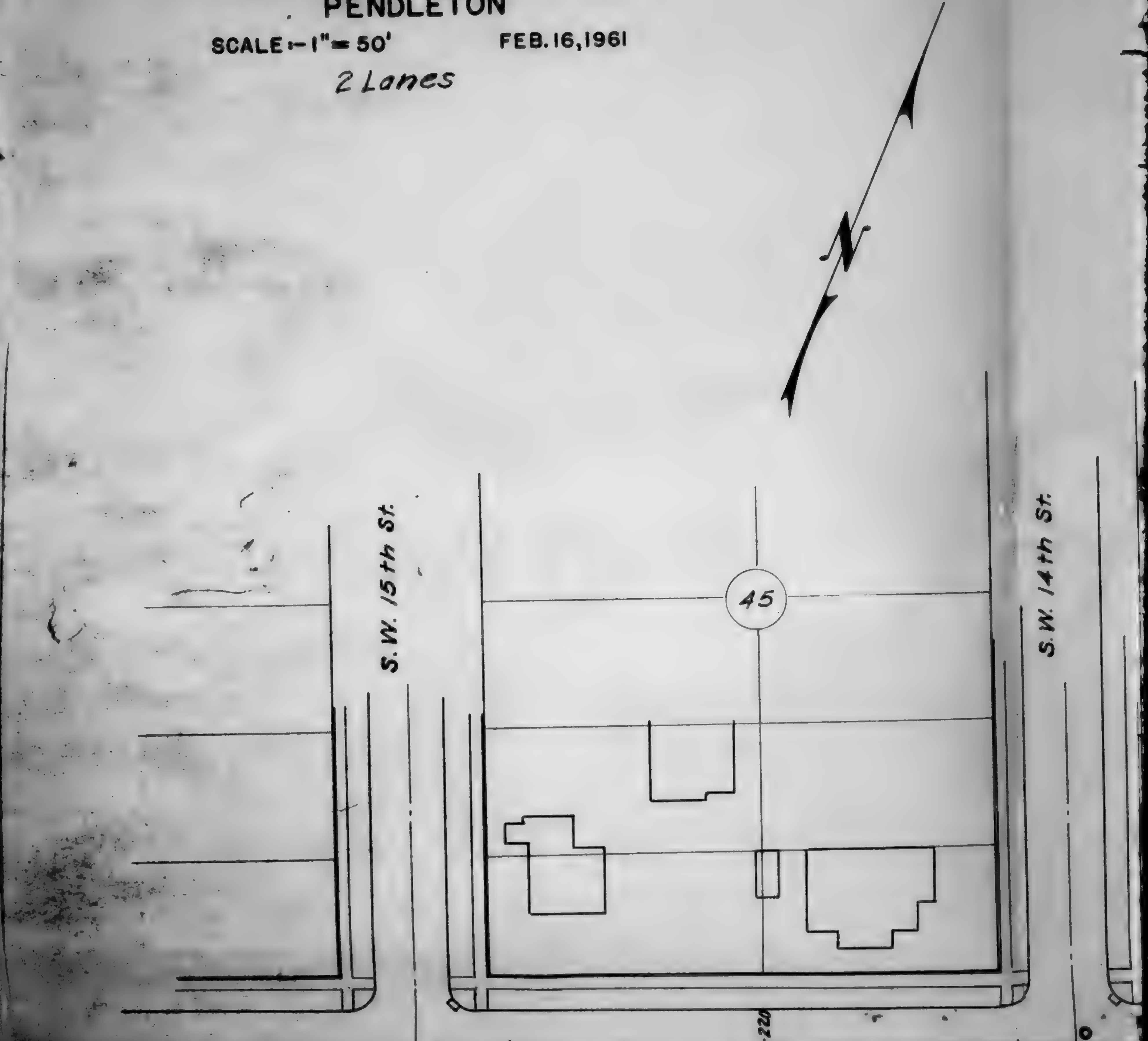
RECEIVED
FEB 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

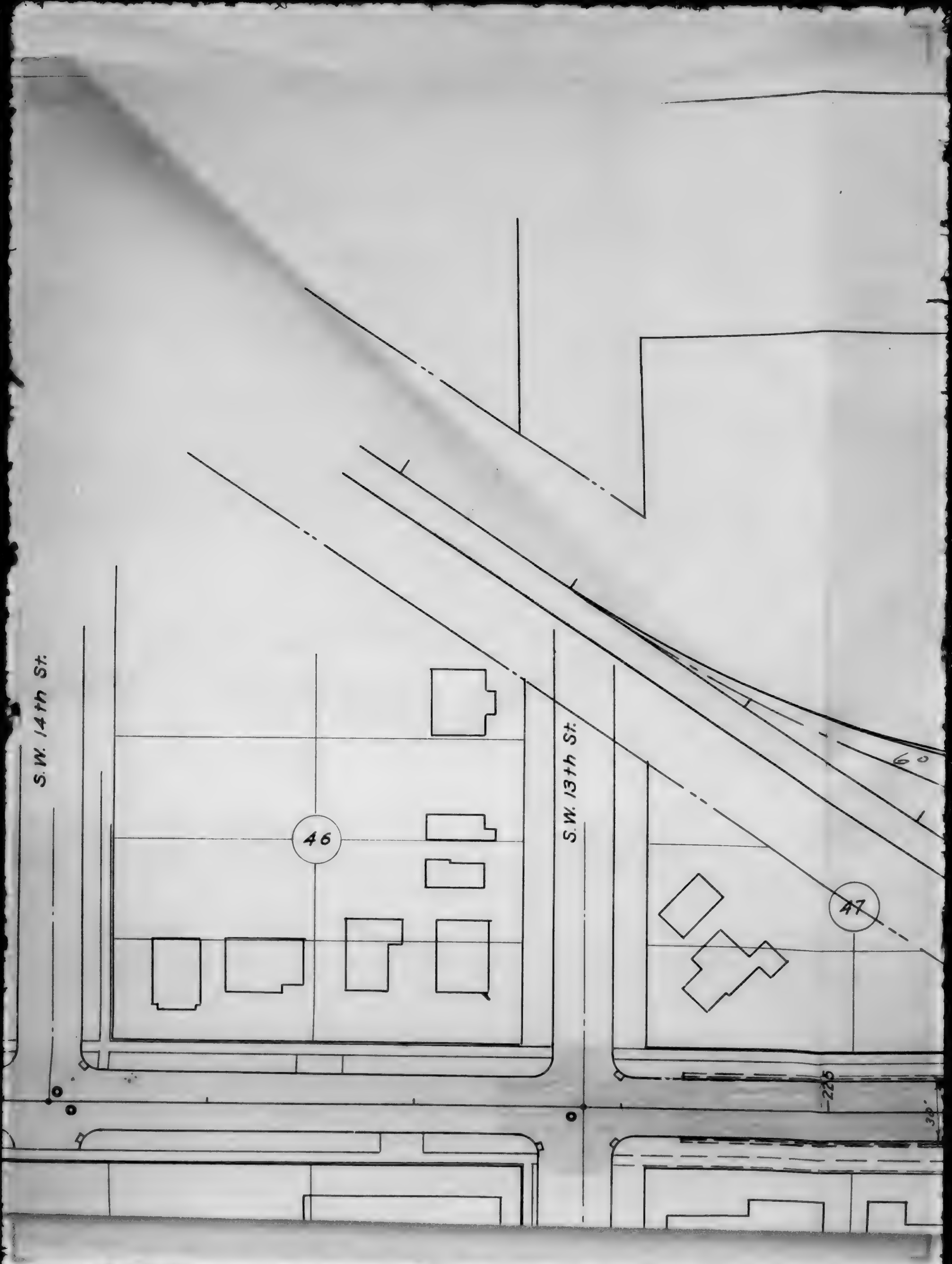
EMIGRANT AVENUE

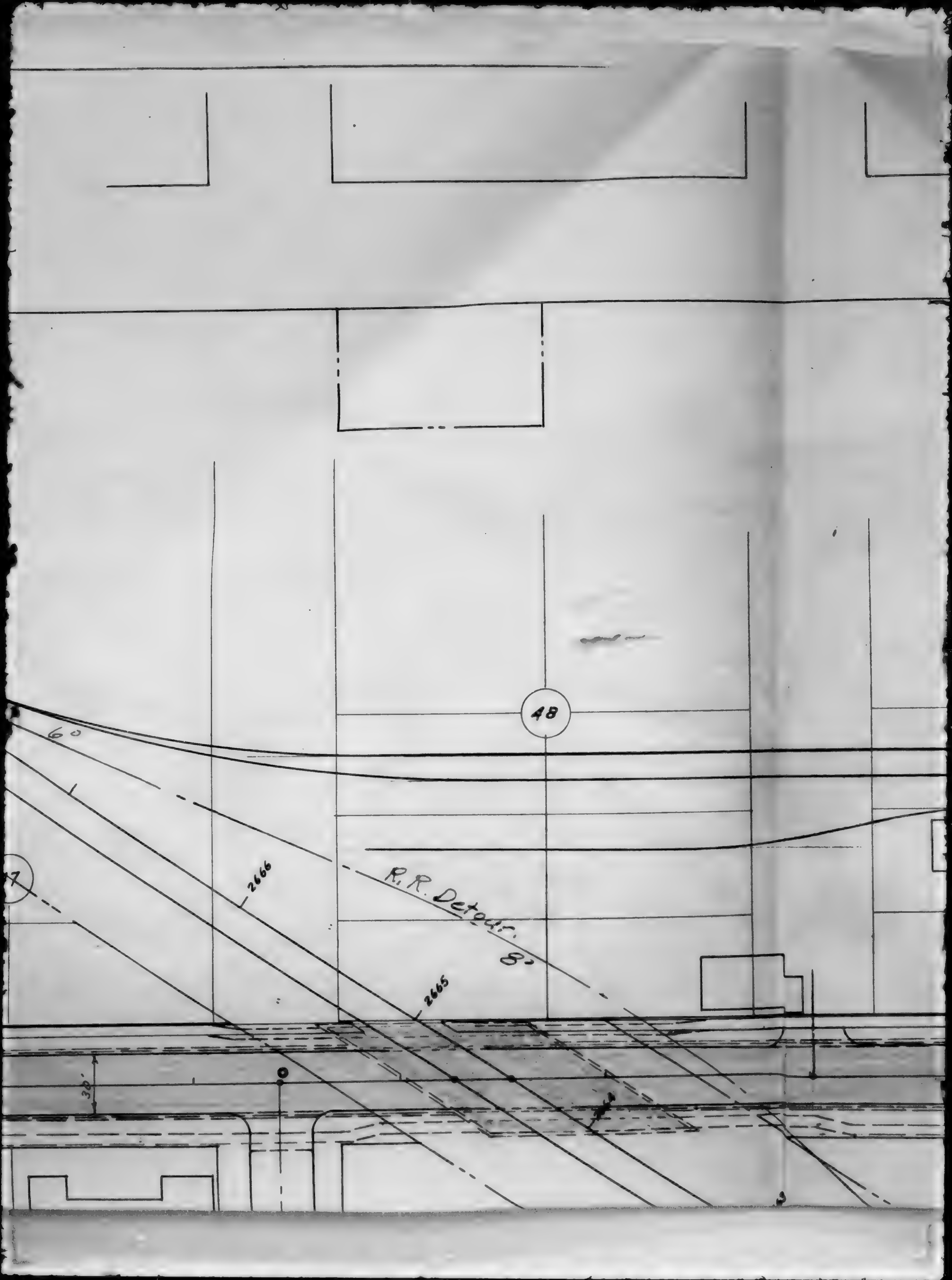
PENDLETON

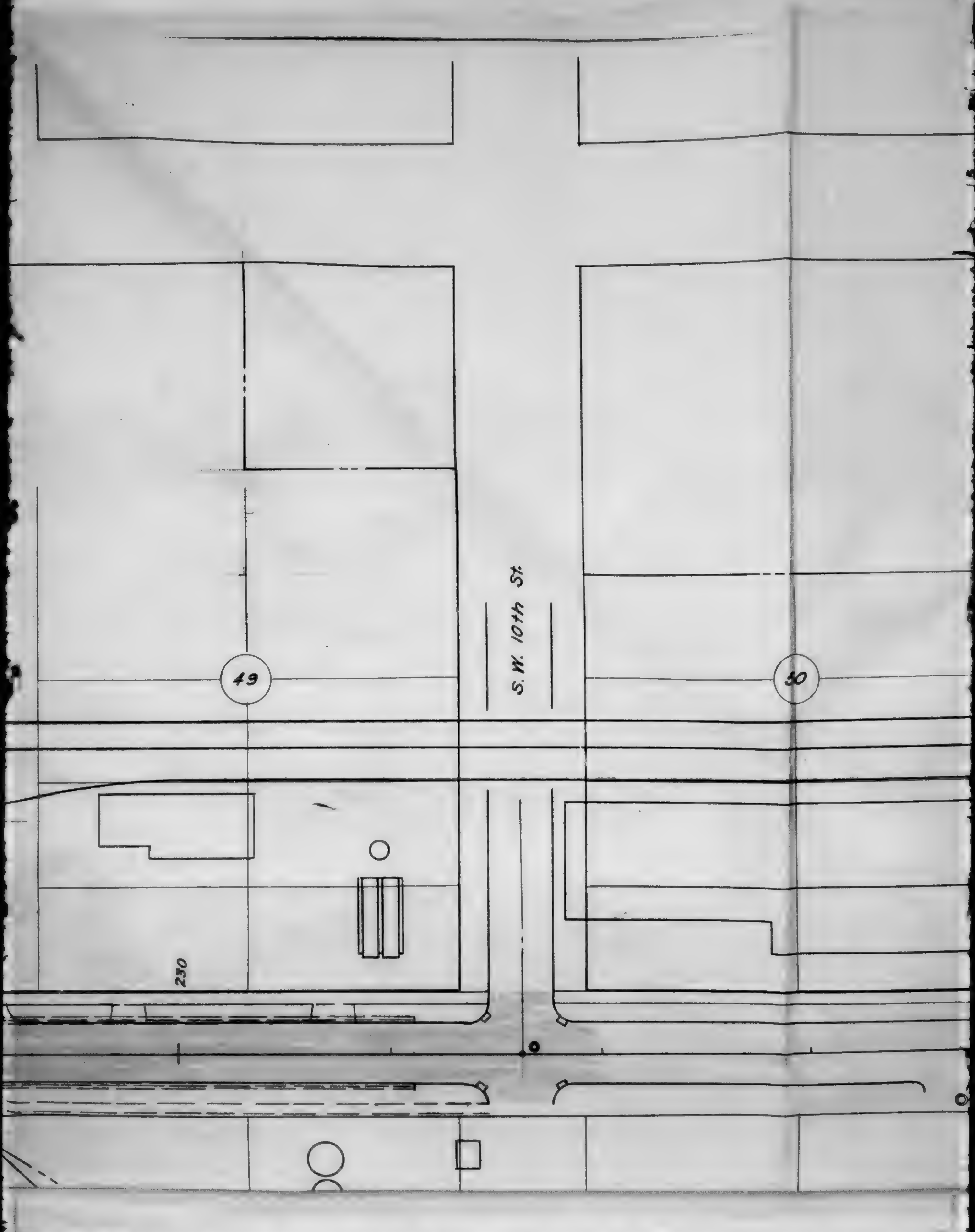
SCALE:- 1" = 50'   FEB. 16, 1961

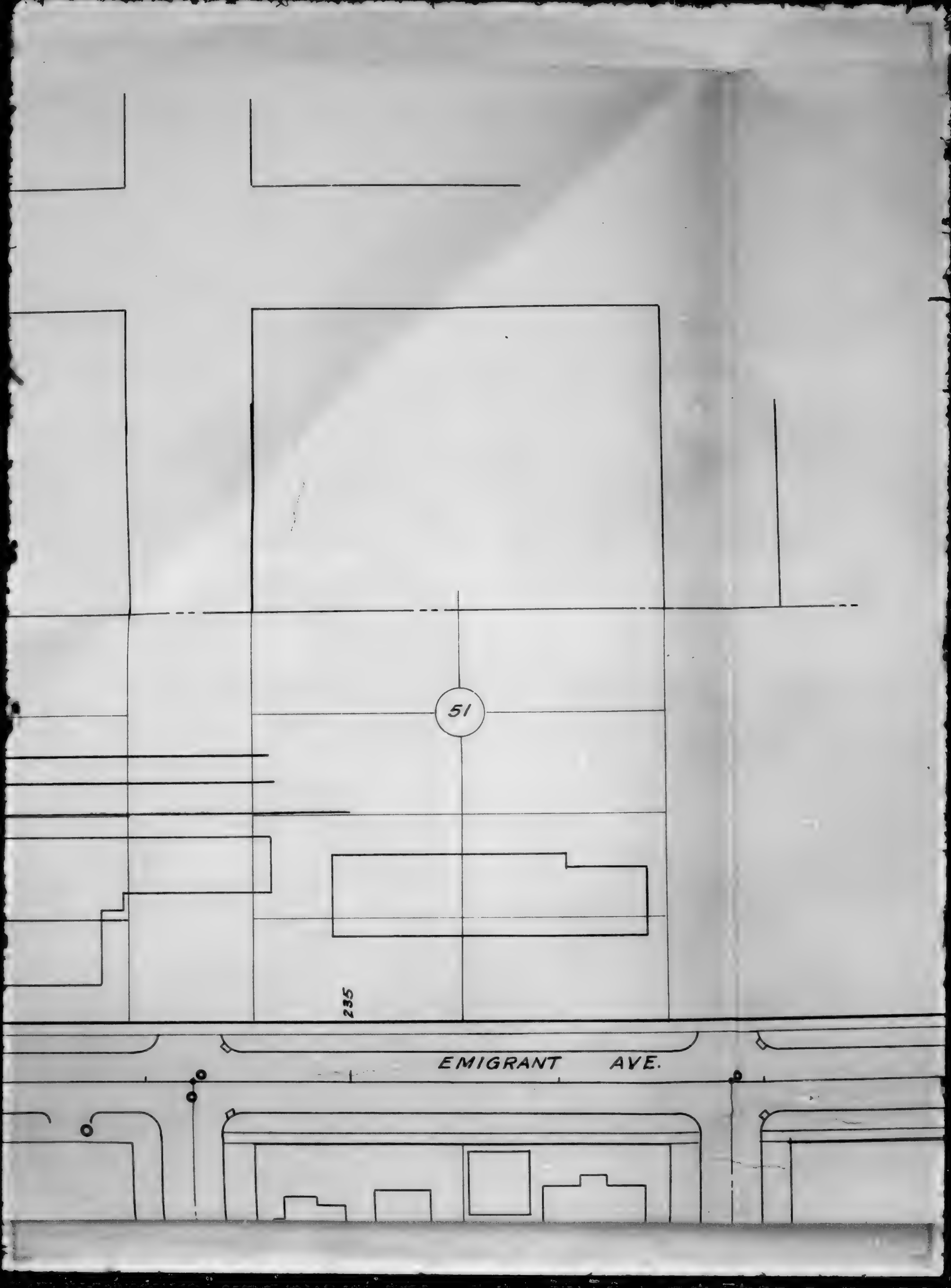
2 Lanes



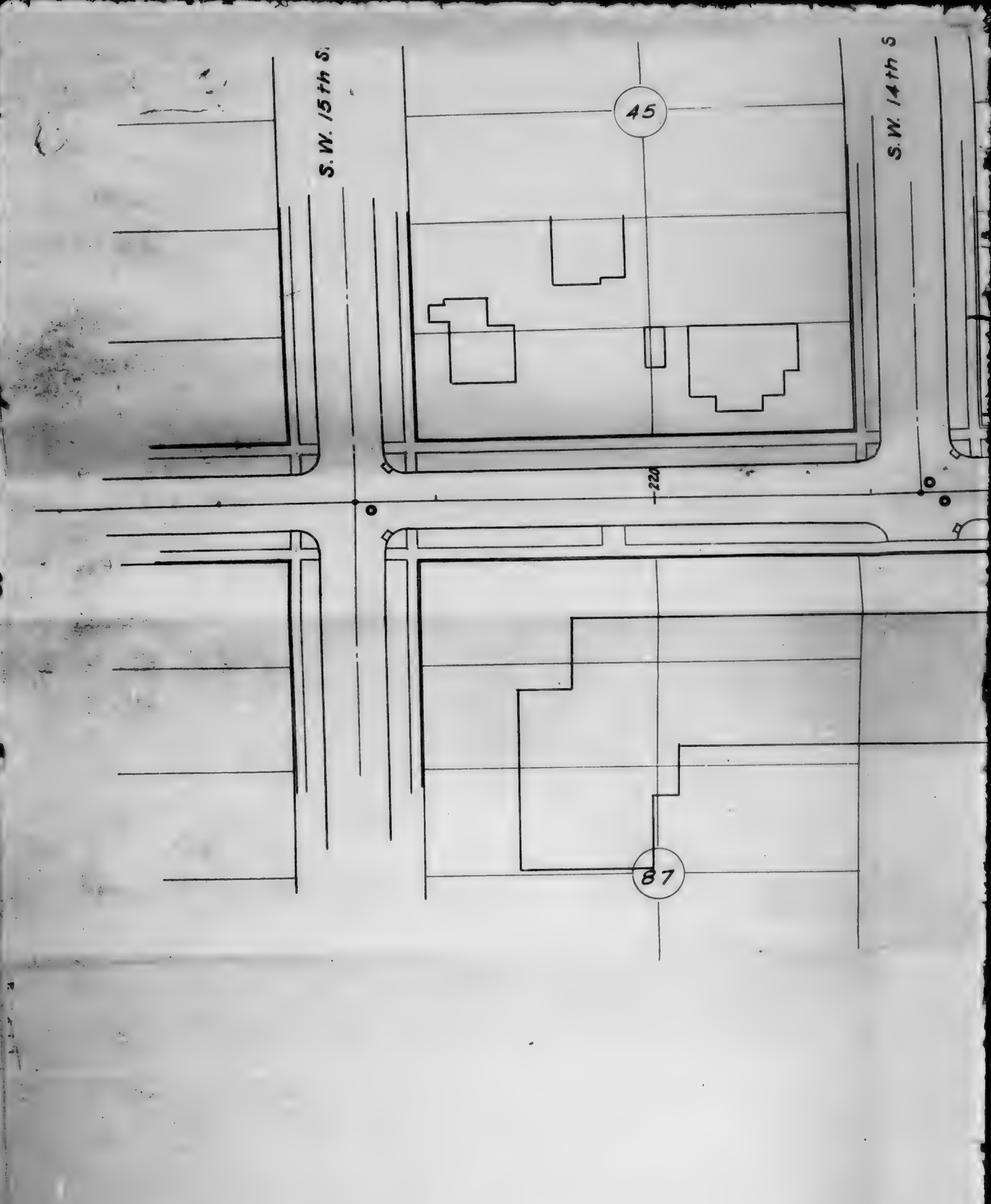

S.W. 14th St.
46
S.W. 13th St.
60
47
225
30'

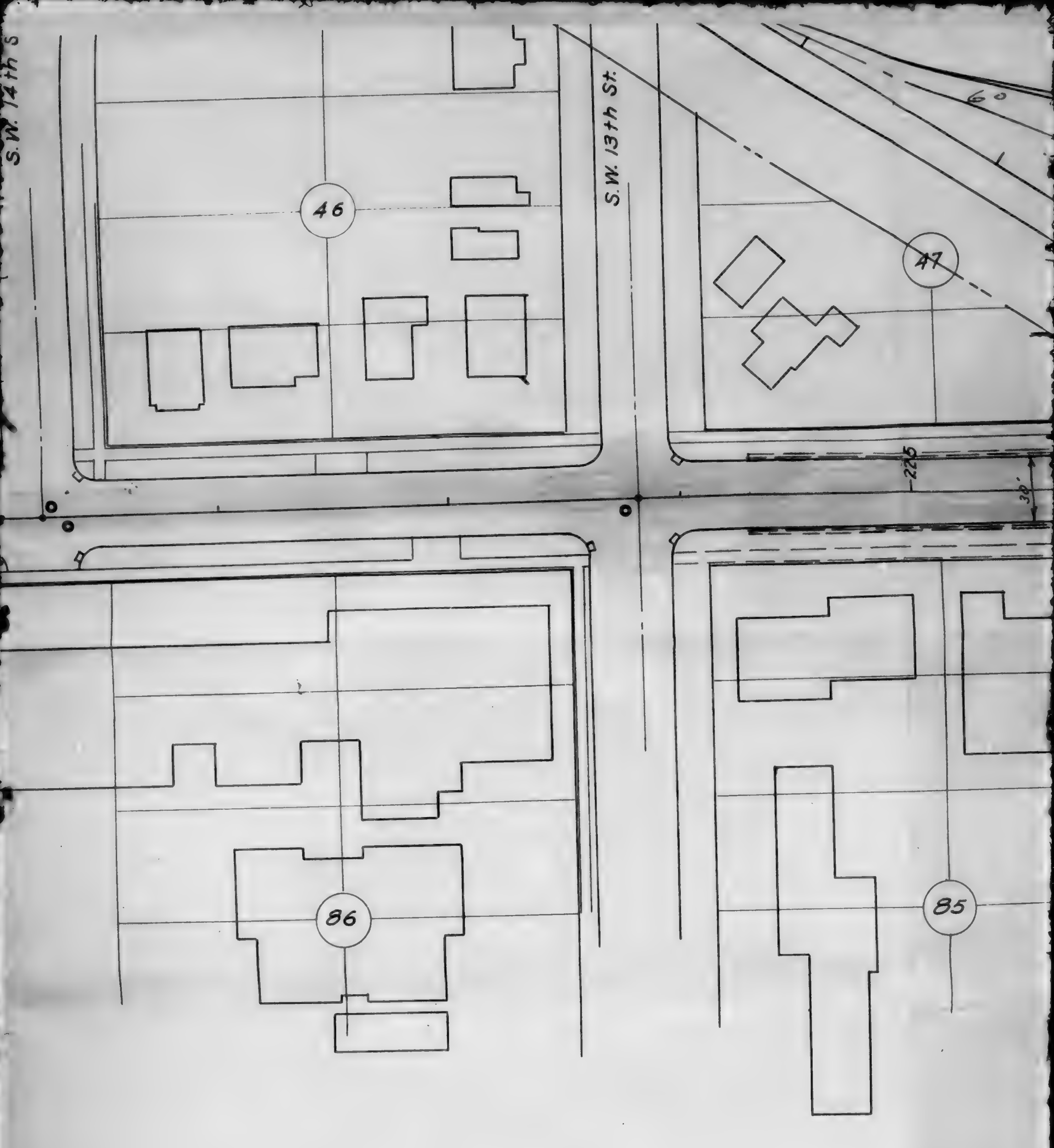

48
6°
R.R. Detour
8°
2666
2665
30'

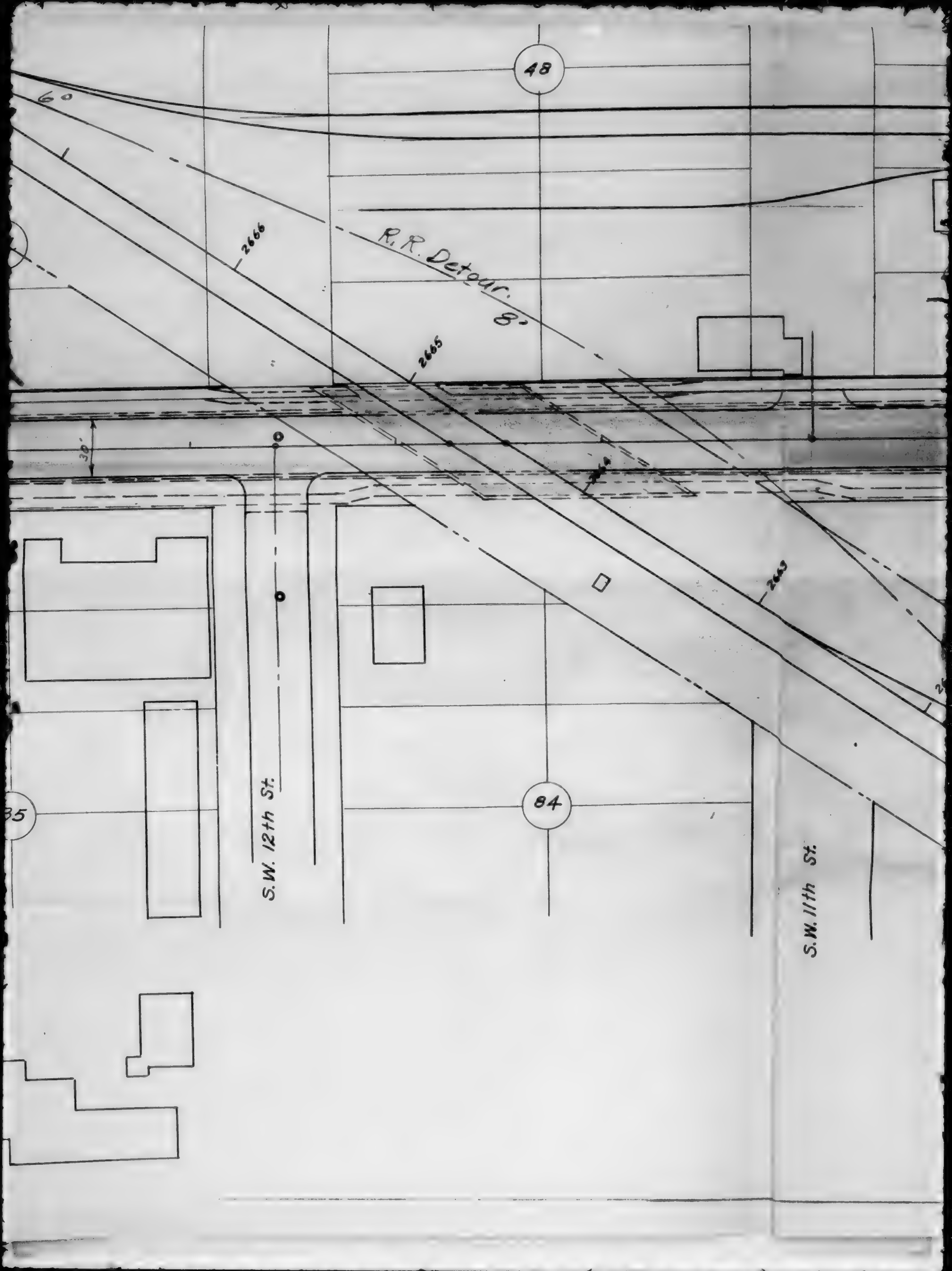

S.W. 10th St.
49
50
230

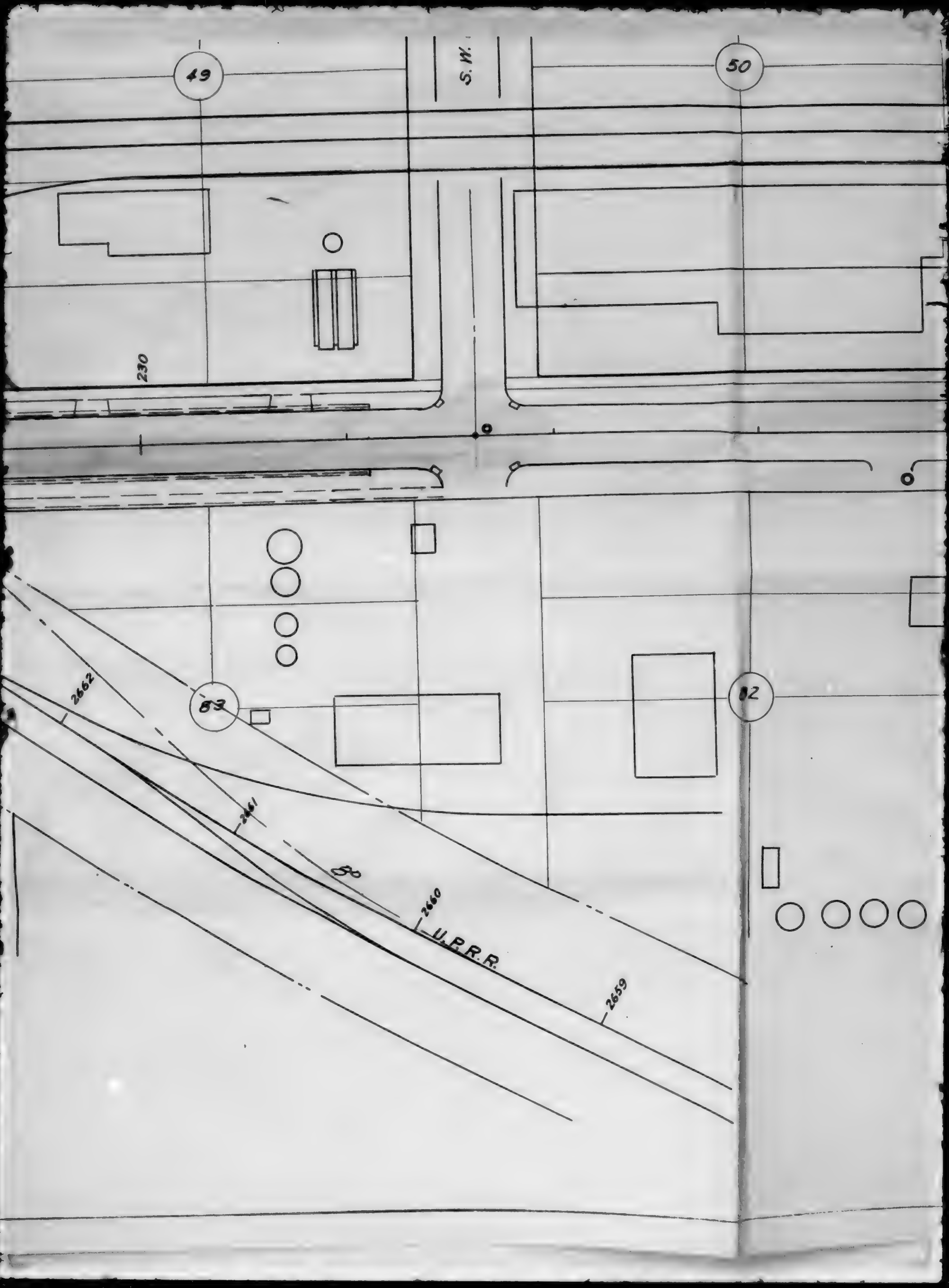

51
235
EMIGRANT AVE.

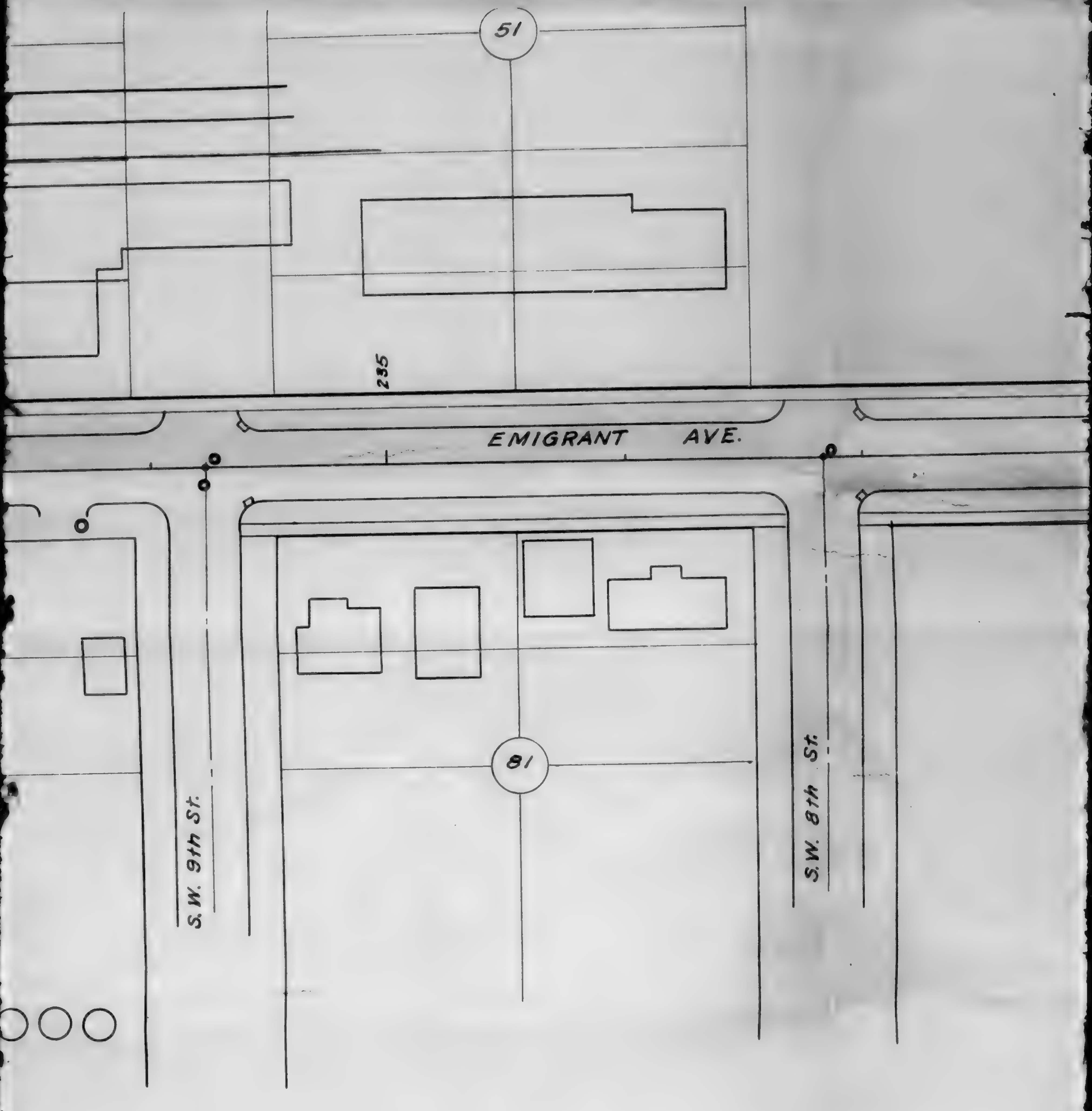
VE.

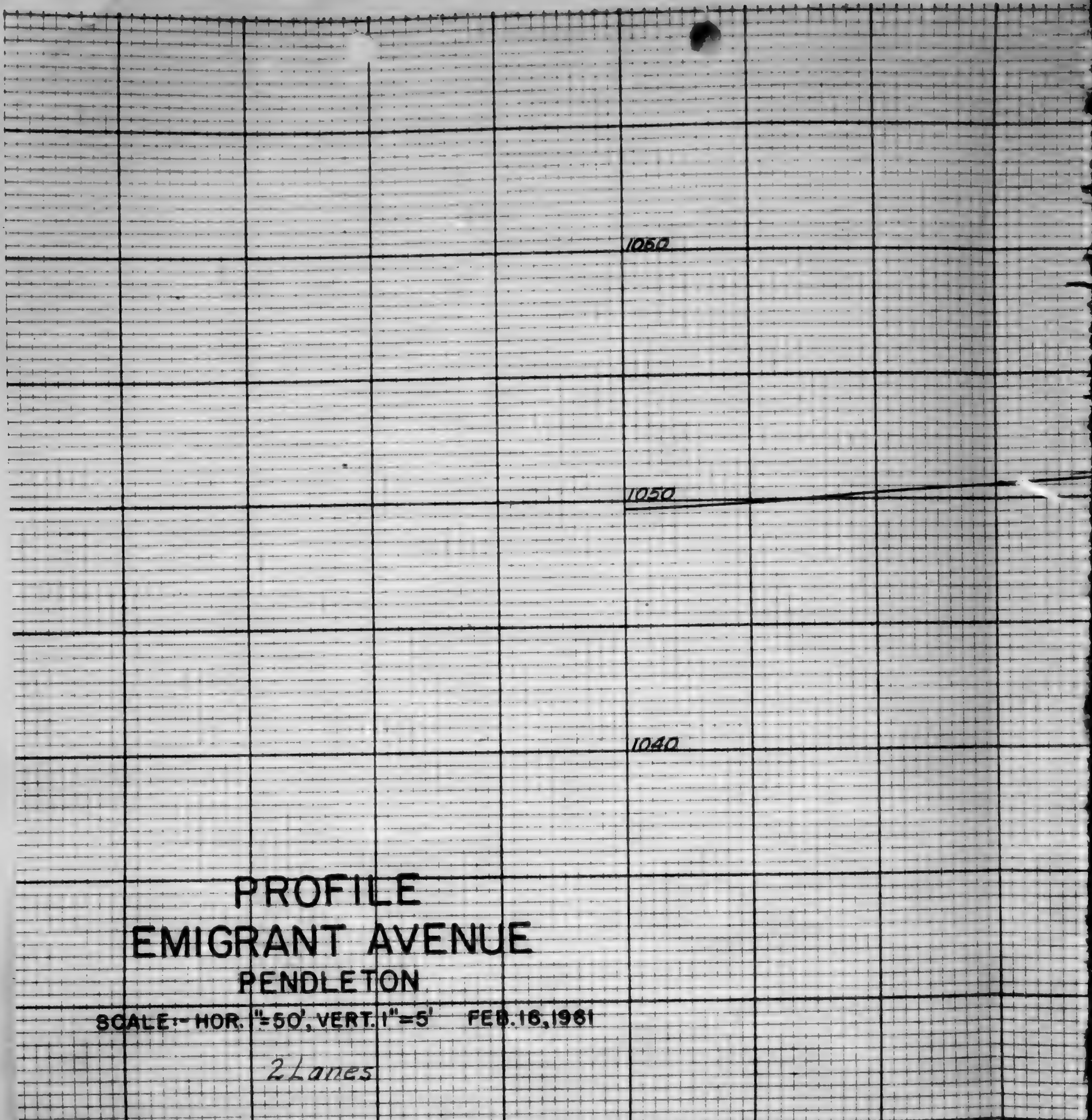

S.W. 15th S.
S.W. 14th S
45
220
87


S.W. 14th S
S.W. 13th St.
46
47
60
225
30'
86
85


48
6°
2666
R.R. Detour
8'
2665
30'
2664
2663
85
84
S.W. 12th St.
S.W. 11th St.
26


49
S.W.
50
230
2662
83
82
2661
50
2660
U.P.R.R.
2659

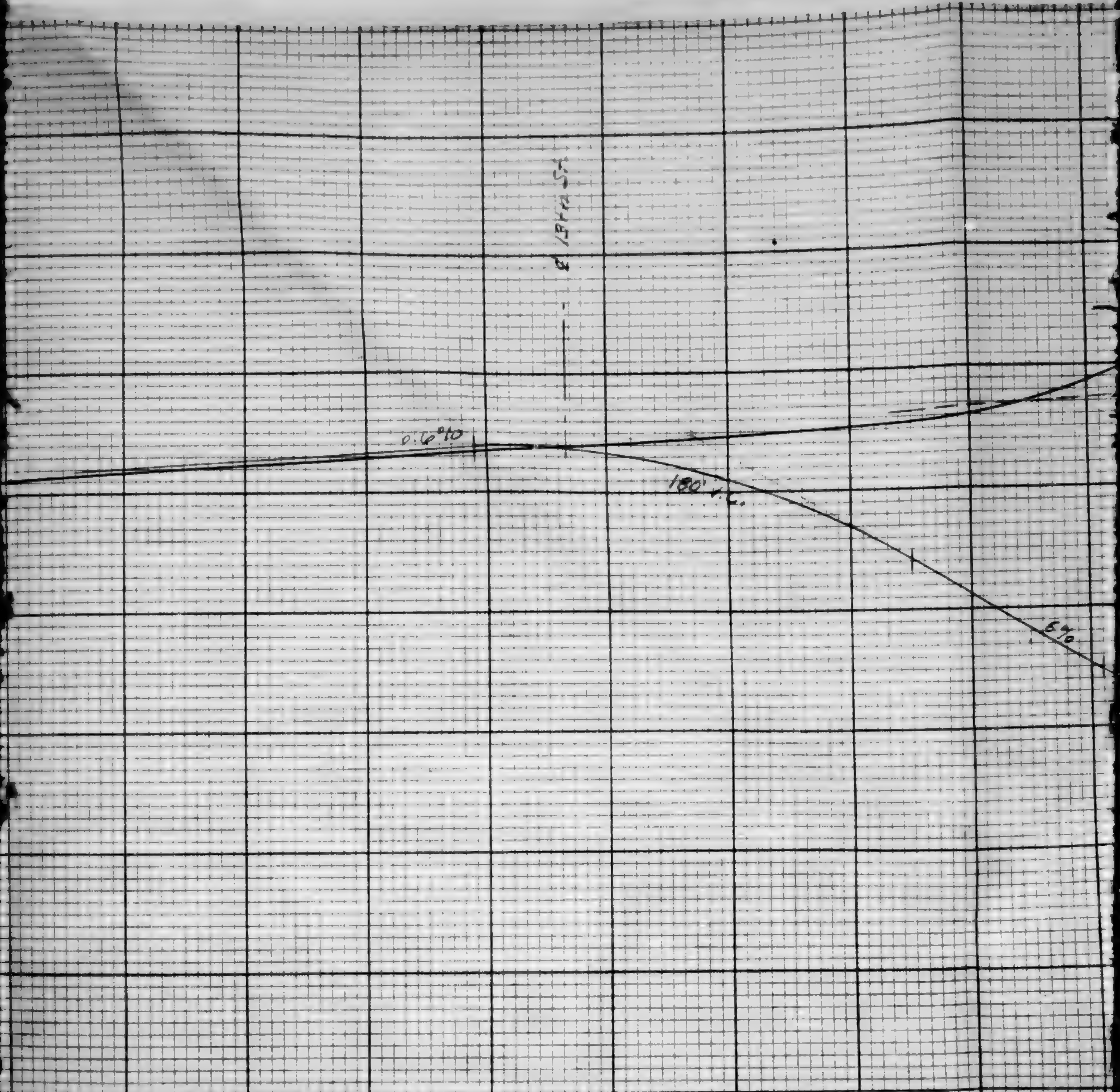

51
235
EMIGRANT AVE.
S.W. 9th St.
S.W. 8th St.
81

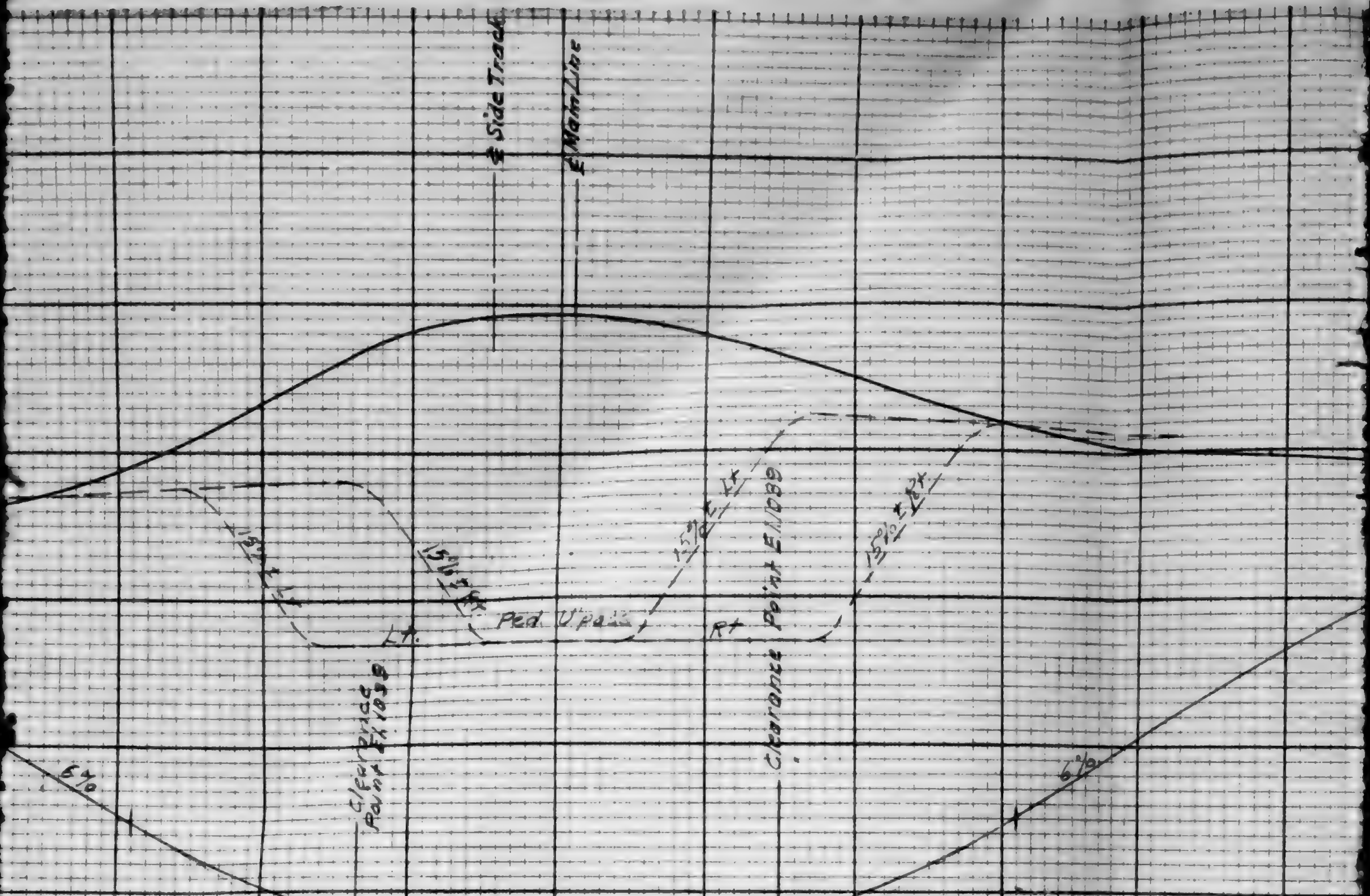


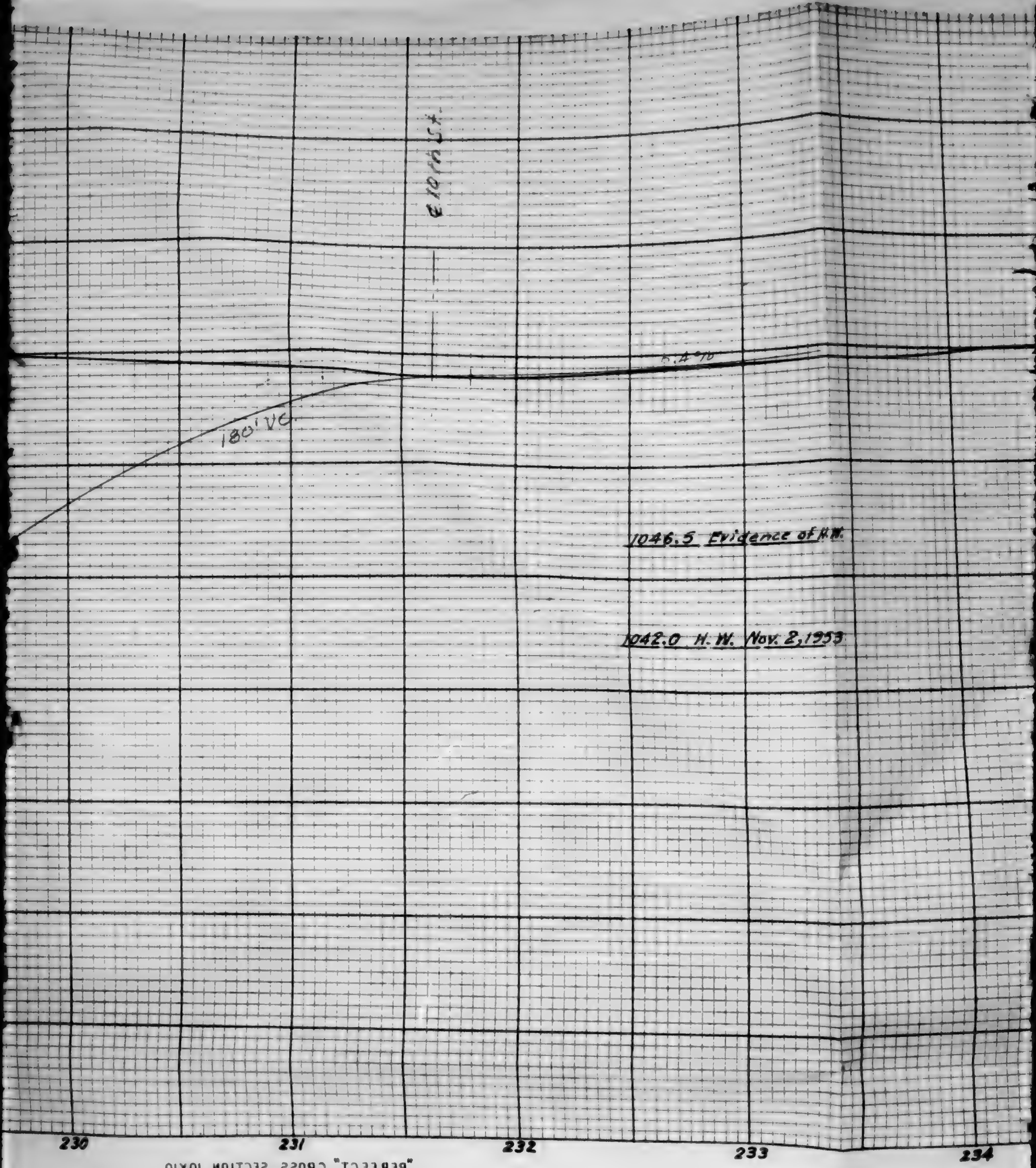
PROFILE
EMIGRANT AVENUE
PENDLETON

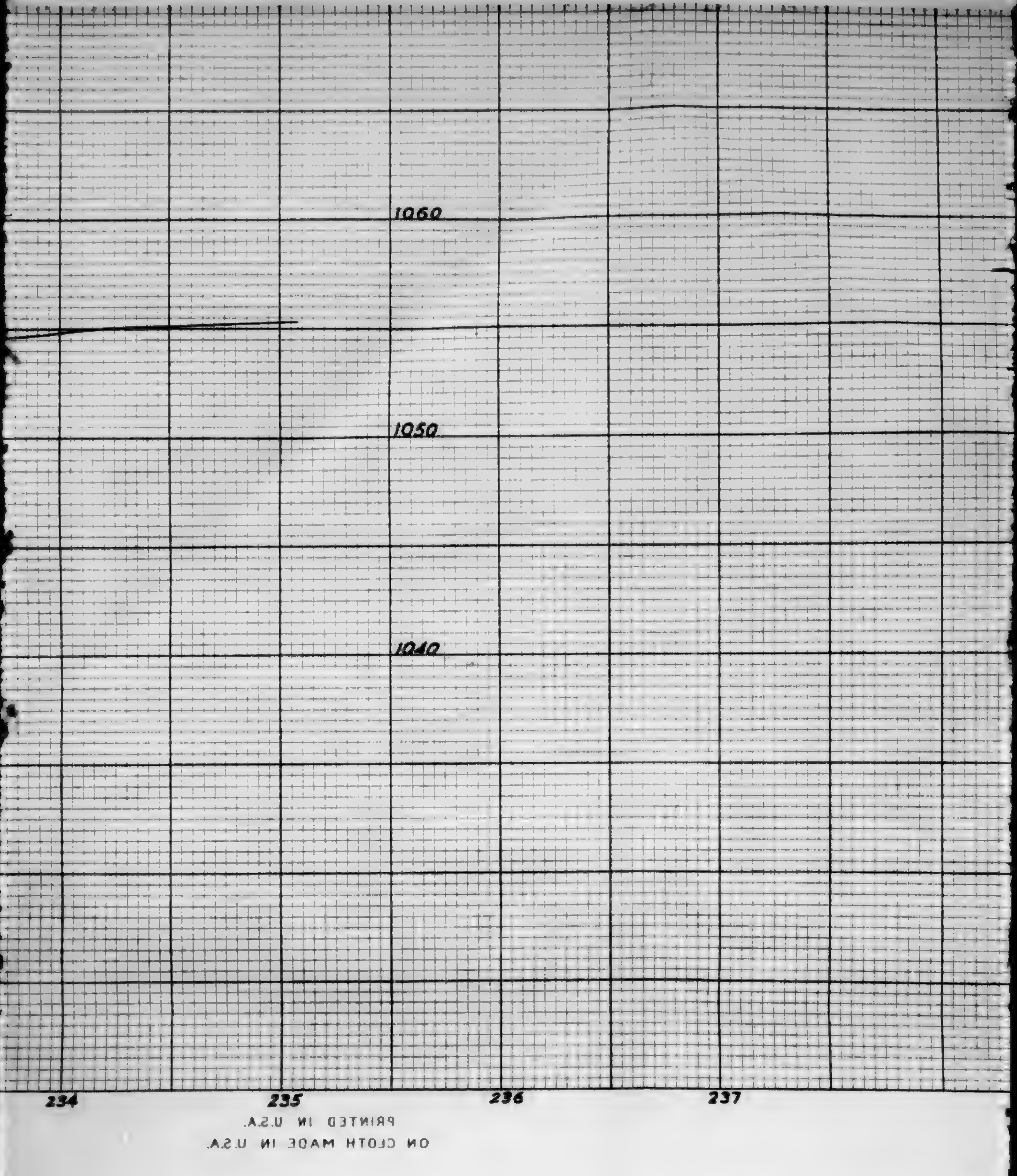
SCALE:- HOR. 1"=50', VERT. 1"=5'   FEB. 16, 1961

2 Lanes


℄ 18th St.
0.6%
180' V.C.
6%
222
223
224
225
22


℄ Side Track
℄ Main Line
15% ℄ Lt.
15% ℄ Rt.
Ped. U'pass
Lt.
Rt.
15% ℄ Lt.
15% ℄ Rt.
Clearance Point El.1088
Clearance Point El.1089
6%
6%
300' V.C.
226
227
228
229
230


℄ 10th St.
6.4%
180' VC
1046.5 Evidence of H.W.
1042.0 H.W. Nov. 2, 1953
230
231
232
233
234


1060
1050
1040
234
235
236
237

RECEIVED
MAR 24 1961
FOR FILING
U-155(7)
5891

408 State Highway Building
Salem, Oregon

March 20, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

08-35.1 C. G. Polk, Division Engineer
Salem, Oregon

Oregon Project U-155(7)

We have today approved the P. S. and E. documents for Oregon Project U-155(7), S. E. 9th St.-S. W. 4th St. (Pendleton) Section of the Pendleton-John Day Highway in Umatilla County.

This is to authorize your advertising for bids.

We note the inclusion of Traffic Signal Installation as Item 24 on Bid Sheet No. 3. Also, the Special Provisions indicate that the State will pay the costs of all necessary railroad flagging and other protective services by railroad personnel. As these items have not been included in the engineer's estimate, we assume Federal participation in the costs will not be requested.

RECEIVED
FEB 7 1961
FORM E-30X 50M 2-60 26110

FOR FILING

4-155(7)
5891

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1961

SUBJECT: Moving of Cascade Natural Gas Co. Facilities, SE 9th Street-SW 4th Street, Pendleton Sec. Pendleton-John Day Highway

To: Mr. Walt Wright
Right of Way Engineer

Attention: Mr. Dave Mohring

Attached is a copy of a letter from Mr. M. O. Gardner, City Manager of Pendleton, to the Cascade Natural Gas Company requesting the gas company to move their facilities as required for construction of the subject project.

Original signed

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

cc: G. S. Paxson
Tom Edwards, attention Curt Baker
V. D. Wolfe

RECEIVED
[illegible] 6 1961
[illegible] ENGINEER

February 1, 1961

Mr. Joseph Angotti
Cascade Natural Gas Co.
Pendleton, Oregon

Dear Mr. Angotti:

This letter is intended as a written notice for you to move your underground gas facilities as required for the construction of the Pendleton-John Day Highway, between S.E. 9th Street and S.W. 4th Street. It is understood that the particular locations at which such removal would be necessary have been made known to you in past negotiations with the State Highway Department. This written notice is provided in accordance with Section 5, of Ordinance No. 2156, in which a franchise is granted to the Gas Company to operate their utility in the city. More specifically, the ordinance provides that, "The City of Pendleton reserves the right to construct, change or repair any public improvements and to change the grades of any streets, alleys or sidewalks; written notice of such intention to change any streets, alleys or sidewalks or any part or parts of the distribution system of the grantee may be involved shall be first given the grantee, and if any changes or repairs are required the Grantee shall, at its own expense, lower, change or alter the pipelines or appurtenances involved accordingly, and in accordance with standard engineering practice and any regulations pertaining thereto; and the Grantee shall not interfere with the conduits, water lines, drains, sewers, sidewalks, paving or other public utilities or city operated utilities therein." Accordingly, you are hereby requested to move your facilities at your own expense.

If we can be of any further assistance in this matter, please feel free to call upon us. Your cooperation will be appreciated.

Very truly yours,

H. O. Gardner
City Manager

RGW:dpm

cc: C. C. Swenson
City Engineer

RECEIVED
FEB 3 1961
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
FEB 7 1961
FOR FILING

5891

February 3, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Mr. Baker:

Under date of January 19, 1961, you wrote us concerning the crossings of your tracks on Frazer Street in the city of Pendleton.

We propose to pave this street and will meet your existing tracks at their present grade. Before paving over these tracks, the railroad's ballast and ties should be placed in such condition that the pavement will not have to be removed in the immediate future for track work and also so that the pavement which we lay may carry the traffic without distress. We believe that treated ties should be used.

It appears that our crossings of your tracks are in all cases on existing streets upon which you operate your rail lines by permit. I am attaching hereto prints from Ordinance No. 1662, enacted on April 24, 1936, which covers the Frazer Street line and the line which branches off the Frazer Street line and swings to the north, marked "N.P. Spur to Lumber Yard and Flour Mill" on the attached map.

I am also attaching a copy of Ordinance No. 78, dated February 19, 1885, which granted a right to install the track leading from your main line across Frazer Street and which is marked on our map "U.P. Spur to Flour Mill".

In Ordinance No. 78 the right of City to improve or widen the street is reserved to the City and in Ordinance No. 1662, the burden of maintaining the track and street surface between rails and for 18 inches outside of each rail is made a burden of the Railroad Company. The State, however, will in its paving operations assume the cost of paving across your tracks after the tracks are put in position to receive this pavement. In view of the rights granted Railroad by these ordinances, it is not thought that any of the cost which Railroad is to bear would be reimbursable from State or City funds.

The street names have been changed since these ordinances were passed and to assist you in locating the various streets on the map, the former names are as follows:

S. E. 2nd was formerly Johnson St.
S. E. 3rd was formerly Thompson St.
S. E. 4th was formerly College St.
S. E. 5th was formerly Vincent St.
Emmigrant was formerly Webb St.
Frazer was formerly Railroad St.
Dorian was formerly Alta St.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ms
enc.

cc Mr. W. C. Williams

attaching the following:

Copy of a letter from John Walker, Photostat of ord. No. 1662 dated April 24, 1936 referring to the track which is shown on the Northern Pacific. Upon this ord. calls for the R.R. Co. "keep those portions of its streets occupied by said track lying the rails of said track and for 18" outside of each rail, in good order." Also attached are photostats of letters from the Northern Pacific and Union Pacific accompanying the [illegible] [illegible].

Attached also is a photostat of Ord. No. 78 dated Feb. 19, 1885 ~~and made to~~ giving to W. S. Bayne, R. E. Thompson

and Jeremiah Barnhart
the right to const what our maps
call the U.P. Spur. This ord.
provides that the above ord.
or their "successors and assigns
shall at all times construct
and if necessary pave the
crossings upon the streets
mentioned in sections 1 + 3."

Further the ord provides
that "nothing in this ord.
shall prevent the City of
[illegible] from at any time
opening, improving, widening,
changing, extending or
vacating any of said streets
or fixing or altering the
grade thereof or improving,
paving or sewering same;"

FORM E-30 25M 9-51 83315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 27, 1961
Pendleton, Oregon

CONSTRUCTION DIVISION
RECEIVED
[illegible]
NOTED--☐ y ☐ ☐ ☐

SUBJECT: City of Pendleton Franchises and Ordinances regarding street crossings by Railroads.
Emigrant St.-Frazer St. Couplet

To: Mr. Jay Barbee
Asst. Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Enclosed find photostats of Ordinance No. 1662 which refers to street crossings by the Northern Pacific Railway Co and the Oregon-Washington Railroad and Navigation Co., Union Pacific Railroad Co. lessee. These photostats of this ordinance also include the acceptances by the Railroads and the City Council action. This refers mainly to the S.E. 3rd St. crossing line which goes along the north side of the Gas Co. property and the line which parallels Frazer St.

Also enclosed find Ordinance No. 78 which might shed some light on the crossing of Frazer St. and S.E. 4th St. which is marked on our map as U.P.Spur. This is an 1885 ordinance in which a W.S. Byers, a R.G. Thompson and a Jeremiah Barnhart secured permission from the City Council to operate a Railroad along with other things. It is my beleif that this was the start of the Union Pacific Spur track as it now is. This we just found and may be the reason we could not locate a Union Pacific Ordinance.

Also enclosed is a letter from Mr. C.D. Cannon regarding someinformation which I desired from the Railroad Co. when I was having difficulty finding it here in Pendleton. The costs are the U.P. Railroad Co.s idea of what they think is necessary to place the track crossings in first class shape.

As the City street names have been changed since these ordinances I thought it well to list some of the streets involved and their changed names.

S.E. 2nd was formerly Johnson St.
S.E. 3rd was formerly Thompson St.
S.E. 4th was formerly College St.
S.E. 5th was formerly Vincent St.
Emigrant was formerly Webb St.
Frazer was formerly Railroad St.
Dorian was formerly Alta St.

I note on Ordinance No. 1662 that it was enacted April 24, 1936 and was to be in effect for 25 years. This means that it expires April 24 of this year. The City Engineer is aware of this also. I also note that the Mayor did not sign the ordinance.

I beleive that this is the information you desired, but if you need more let me know.

John H. Walker
John H. Walker
Resident Engineer

cc; A.F. Parson Div. Engr.
(Photostats included for your files also)

REFERRED TO
Barbee
By Ass't. Construction Engineer

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 26, 1961

SUBJECT: Railroad crossing
Frazer St., Pendleton

To:

Mr. J. H. Walker
Resident Engineer
Pendleton

As mentioned by radio Bob Orr of the U.P. Railroad looked up the ordinance pertaining to the railroad occupancy of Frazer St. in Pendleton. This is ordinance No. 1662 and pertains to what is called on the map N.P. spur, as well as that connection between the main line and the crossing of S.E. 3rd. St. This ordinance does not, however, cover the spur marked on the map U.P. Mill spur. Orr has checked with the Portland office, and so far ordinances or agreement covering this last mentioned spur has not been found.

The estimates asked for are as follows:

Crossing No. 1: Labor $500 Materials $960

Crossing No. 2: Labor $200 Materials $324

The above includes the cost of planks, spikes, miscellaneous hardware. The railroad company officials advise that the furnishing of the rails and the ties is a railroad obligation. The above estimate does not include the paving at the crossing which the railroad officials feel to be an obligation of the state or county as the case may be.

Crossing No. 1 is the one immediately west of S.E. 3rd St. on Frazer and marked N.P. Spur. Crossing No. 2 is the one immediately west of S.E. 4th Street on Frazer.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:dj

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

January 19, 1961

File: D 9031-32-1

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Dear Sir:

Your letter of January 18th submitting four prints of revised alignment of the Frazer Avenue one-way couplet in Pendleton, Oregon.

Will you please advise what is planned in connection with the crossings over the existing tracks, which work, with the exception of the paving, should be done by Railroad forces at State expense within the track area.

Yours truly,

GH Baker

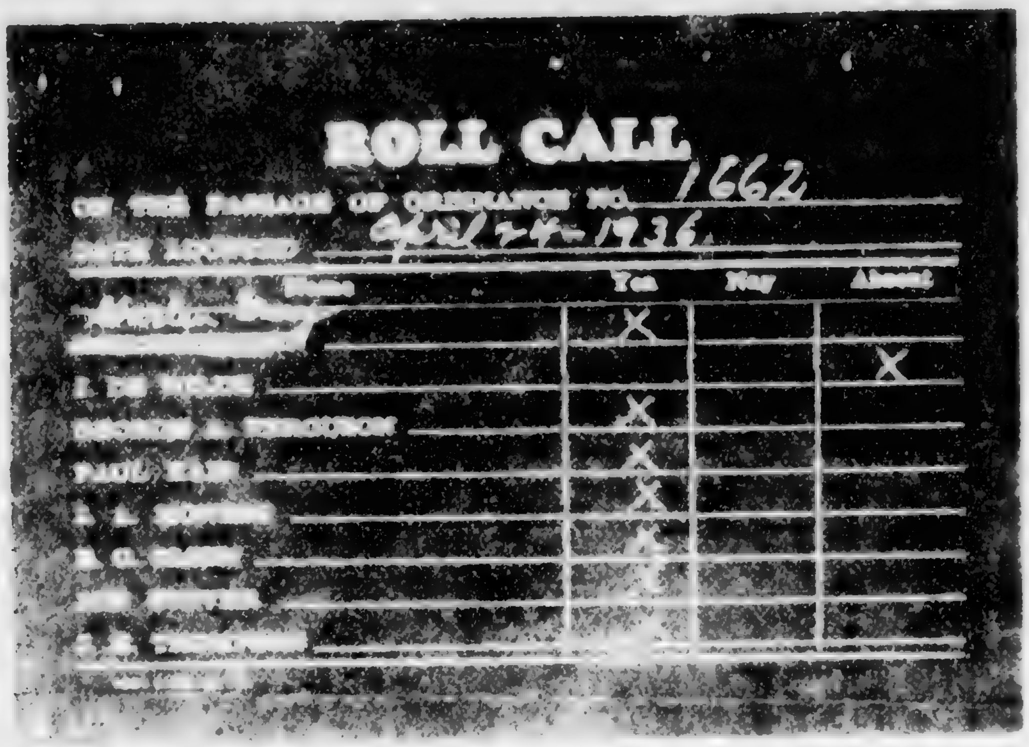
G. H. Baker EAH
Superintendent

NOTED

RECEIVED
JAN 20 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED

RECEIVED
JAN 20 1961



ROLL CALL

ON THE PASSAGE OF ORDINANCE NO. 1662

DATE ADOPTED April 24-1936

Name	Yea	Nay	Absent
[illegible]	X		
I. DE WOLFE			X
GEORGE A. FERGUSON	X		
PAUL KAHN	X		
R. A. [illegible]	X		
R. C. [illegible]	X		
JOE [illegible]	[illegible]		
C. E. [illegible]	[illegible]		

ORDINANCE NO. 1662

An Ordinance granting to Northern Pacific Railway Company, Oregon-Washington Railroad & Navigation Company and its lessee Union Pacific Railroad Company, corporations, their successors and assigns, a franchise to construct, maintain, use, and operate a standard gauge railroad track upon, along and across certain streets and public places in the City of Pendleton, Oregon.

THE PEOPLE OF THE CITY OF PENDLETON DO ORDAIN AS FOLLOWS:

Section 1. That there be and is hereby granted to Northern Pacific Railway Company, Oregon-Washington Railroad & Navigation Company and the lessee Union Pacific Railroad Company, corporations, their successors and assigns (hereinafter [illegible] called "grantees"), a franchise to construct, [illegible] and use a standard gauge railroad track upon, along and across the streets and public places in the City of Pendleton, Oregon, described as follows:

Extending from a connection with the [illegible] main line of said Oregon-Washington Railroad & Navigation Company at Engineer's Station [illegible] plus [illegible], being a point on said main line near the west line of Vincent Street if produced across said main line; thence on a curve to the right, crossing Railroad Street at an angle between the west line of College Street and the east line of Thompson Street; crossing Thompson Street at an angle between the north line of that part of Railroad Street extending easterly from Thompson Street and the southerly line of that part of Railroad Street extending westerly from Thompson Street; thence on a curve to the left extending to, upon and along Railroad Street from a point in the south line thereof, between the westerly line of Thompson Street and the easterly line of Johnson Street, and thence westerly along said Railroad Street near the southerly line thereof, to a point therein near the easterly line of Main Street; also extending from a connection with the last-mentioned track in Railroad Street, approximately 50 feet west of the westerly line of Johnson

> Street produced; thence on a curve to the left, crossing Railroad Street and Thompson Street at an angle, crossing College Street at an angle between the south line of Webb Street and the north line of Railroad Street, and crossing Webb Street at an angle between the east line of College Street and the west line of Vincent Street, and extending thence northerly to a connection with the present track of the Northern Pacific Railway Company serving the Collins Mill.

Section 2. The said grantees, their successors and assigns, shall, in common, have the right and be privileged to operate upon said track described in Section 1 hereof, with railroad engines, trains and cars propelled by steam, electricity or other motive power; provided, however, said Northern Pacific Railway Company shall exclusively have the right and be privileged to so operate on said track between the southerly line of Webb Street and the point of connection of said track with the present track of Northern Pacific Railway Company serving the Collins Mill, said point of connection being located in the block bounded by Webb, College, Alta and Vincent streets.

Section 3. The track hereinbefore described shall be so located and constructed that the top of the rails thereof shall be at the established grades of the streets involved.

Section 4. During the continuance of the franchise hereby granted, said grantees, their successors and assigns, shall keep those portions of the streets occupied by said track between the rails of said track and for eighteen (18) inches outside of each rail, in good order; provided the obligation so to do shall be exclusively that of the Northern Pacific Railway Company, its successors and assigns, as to that portion of said track extending from the southerly line of Webb Street to point of connection with the present Northern Pacific track serving the Collins Mill, said point of connection being located in the block bounded by College, Alta, Webb and Vincent streets.

Section 5. The franchise, rights and privileges herein granted shall be, continue and remain in full force and effect for the period of twenty-five years from and after the effective date of this ordinance.

Section 6. The grantees herein shall file a written acceptance of this ordinance and the terms thereof, within thirty (30) days after this ordinance becomes effective. This ordinance shall be and become in full force and effect from and after its passage by the Council and approval by the Mayor.

Passed by the Council April 14th, 1936.

Approved by the Mayor 1936.

Approved:

____
Mayor

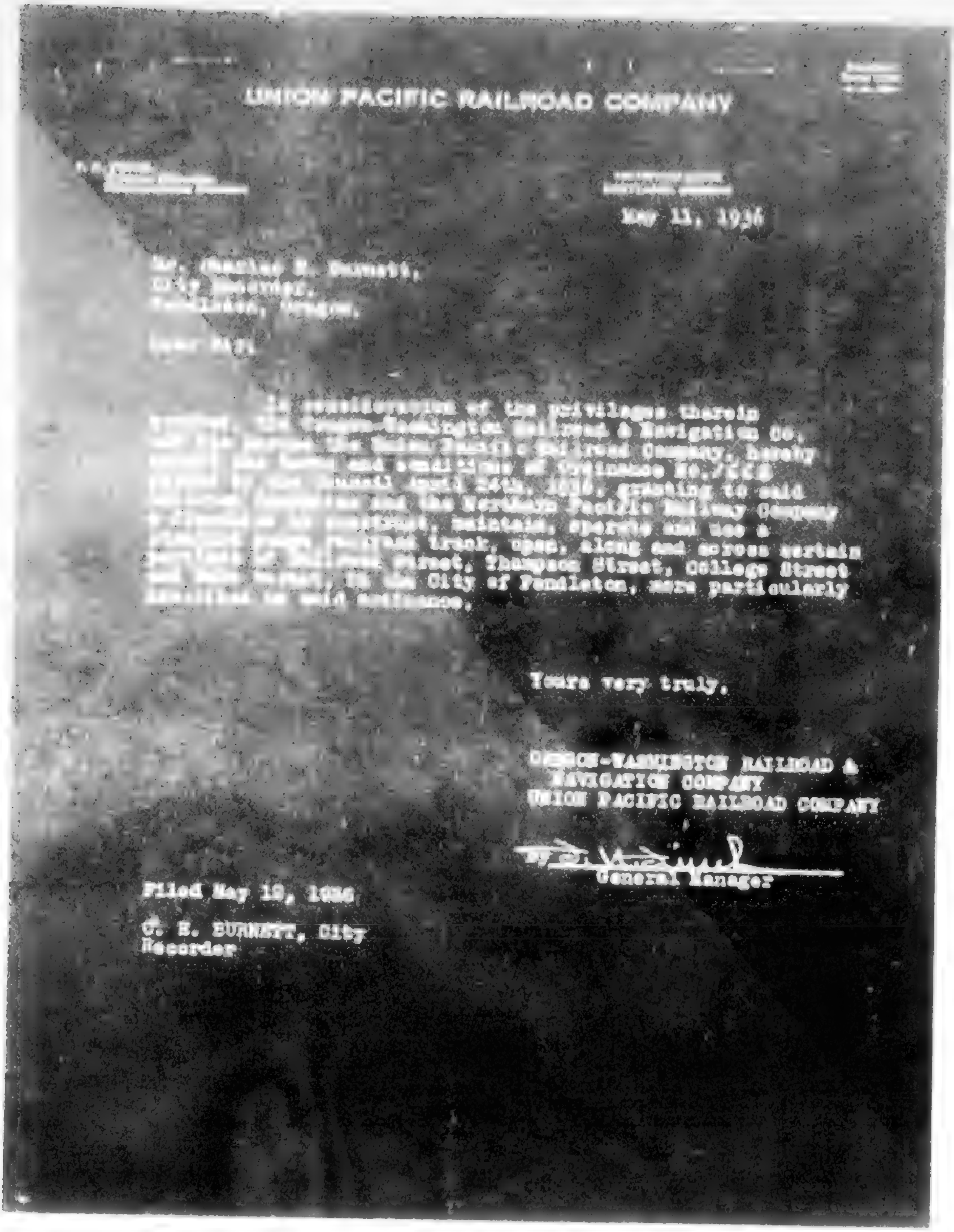
We would recommend that the
This Ordinance be Passed
______________ Chairman
______________ Committee
____

Attest:
Charles E. Burnett
City Recorder

Ordinance #1662 (N.S.)
Apr. 24, 1936

Franchise of 25 years
to O.-W. R.R. & Nav. Co,
(Union Pac.) for "spur" track
from East line of Main Street
on R.R. property near R.R. Sta.
to Collins mills (on a curve
across Thompson St. etc.)

Special - Permit



UNION PACIFIC RAILROAD COMPANY

May 11, 1936

Mr. Charles H. Burnett,
City Recorder,
Pendleton, Oregon.

Dear Sir:

In consideration of the privileges therein granted, the Oregon-Washington Railroad & Navigation Co. and its lessee, the Union Pacific Railroad Company, hereby accept the terms and conditions of Ordinance No. [illegible] passed by the Council April 24th, 1936, granting to said railroad companies and the Northern Pacific Railway Company a franchise to construct, maintain, operate and use a standard gauge railroad track, upon, along and across certain portions of Railroad Street, Thompson Street, College Street and Main Street, in the City of Pendleton, more particularly described in said ordinance.

Yours very truly,

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By
General Manager

Filed May 12, 1936

C. H. BURNETT, City
Recorder

WESTERN UNION

PRA077 127=SEATTLE WASH 23 1103A MAY 23

CHARLES E BURNETT=
CITY RECORDER

JUST RECEIVED TODAY THROUGH THE UNION PACIFIC RAILROAD COPY OF ORDINANCE DATED APRIL 24 1936 GRANTING TO THE NORTHERN PACIFIC AND UNION PACIFIC FRANCHISE FOR TRACKAGE STOP IN CONSIDERATION OF THE PRIVILEGES THEREIN GRANTED THE NORTHER PACIFIC RAILWAY COMPANY HEREBY ACCEPTS THE TERMS AND CONDITIONS OF ORDINANCE NUMBER BLANK PASSED BY THE CITY COUNC APRIL TWENTY FOURTH NINETEEN THIRTY SIX GRANTING TO THE NORTHERN PACIFIC RAILWAY COMPANY THE OREGON WASHINGTON RAILROAD AND NAVIGATION COMPANY AND ITS LESSEE THE UN PACIFIC RAILROAD COMPANY A FRANCHISE TO CONSTRUCT MAIN OPERATE AND USE A STANDARD GAUGE RAILROAD TRACK UPON AL AND ACROSS CERTAIN PORTIONS OF RAILROAD STREET THOMPSO STREET COLLEGE STREET AND WEBB STREET IN THE CITY OF PENDLETON MORE PARTICULARLY DESCRIBED IN SAID ORDINANCE=

W C SLOAN GENERAL MANAGER NP RY.

Filed
May 23, 1936
Charles E. Burnett,
City Recorder

See ordinance
#1662

WESTERN UNION MESSENGERS ARE AVAILABLE FOR THE DELIVERY OF NOTES AND PACKAGES

Ord. No. 7[illegible]

Section I

Section___

Whereas, W. S. Byers, R. G. Thompson and Jeremiah Barnhart, proprietors of the Pendleton Roller Mills in the Town of Pendleton, are using in connection with said mill a certain mill-race to propel the machinery of said mill, and a certain railroad track for the shipment of their goods, now included within the limits of the said Town of Pendleton, and crossing certain streets of said town as hereinafter mentioned; and whereas said W. S. Byers, R. G. Thompson and Jeremiah Barnhart are desirous of constructing a flume for the transmission of the waste water from said mill-race across certain streets of said town, and have made application to the Common Council for the right of way across such streets for said railroad track, mill-race and flume; now therefore in consideration of said W. S. Byers, R. G. Thompson, and Jeremiah Barnhart granting a certain right of way to said Town as herein after specified; there be and is hereby granted to the said W. S. Byers, R. G. Thompson and Jeremiah Barnhart, and to their heirs and assigns forever the right to maintain their said railroad track as it is now located, subject to the provisions hereinafter mentioned, upon and across the following streets of the Town of Pendleton towit;

Page___

Begining at a point on the south side of Railroad Street ninety-eight (98) feet easterly from Thompson Street; thence running in a northeasterly course along a curve whose radius is seven-hundred and sixty-four and one-half (764½) feet, crossing street lines as follows, towit; the north line of Railroad Street, twenty-five (25) feet easterly from the west line of College street, and the center line of College Street three and four tenths (3 4/IO) feet northward from Railroad Street, and the center line of Vincent Street, eighty-eight and three tenths (88 3/IO) feet southerly from Webb Street and the center line of Webb Street twenty-nine (29) feet easterly from Vincent Street, and the center line of Alta Street eighty-one (8I) feet easterly from Vincent Street, with the right to enter upon said Streets at any time for the purpose of keeping said tracks in repair.

(Ord. No. 78, Sec. I, Passed and Approved Feb. I9, I885)

Section____

There is also hereby granted to the said W. S. Byers, R. G. Thompson and Jeremiah Barnhart, their successors and assigns, the right to maintain their said Mill-race as now located upon and across the following streets of said Town, towit: East Street, between Blocks 37 and I55: Summer Street, between Blocks I55 and I57: Hyde Street between Blocks I57 and I48: Lewis Street, between Blocks I48 and I47; Eddy Street, between Blocks I47 and I42; Transit Street, between Blocks I42 and I37: Hope Street, between Blocks I37 and I33; Turk Street, between Blocks I33 and I28,; Lewis Street, between Blocks I28 and I29; Benefit Street, between Blocks I29 and I24; Court Street, between Blocks I24 and 63; Mission Street, between Blocks 63 and 64; Railroad Street, between Blocks I15 and 7I; Webb Street, between Blocks 7I and 59; and Alta Street, between Blocks 59 and the Mill Block; also over the following streets towit; Railroad Street between the south east corner of Block 64 and a point opposite to and north from the northwest corner of Block I2I; State Street, between Blocks 64 and I22 and Blocks 65 and I2I; Union Street, between Blocks 65 and I2I and Blocks 66 and I2I; Franklin Street between Blocks 56 and I20 and Blocks

67 and II9; Post Street, between Blocks 67 and II9 and Blocks 68 and II8; Market Street, between Blocks 68 and II8 and Blocks 69 and II7; Clay Street, between Blocks II7 and II6; and Mill Street, between Blocks II6 and II5; with the right to enter at any time upon said streets for the purpose of repairing said mill-race.

(Ord. No. 73, Sec. 2, Passed and Approved Feb. I9, 1885)

Section_____

There is also granted to said W. S. Byers, R. G. Thompson and Jermiah Barnhart the right to cross Railroad Street, Webb Street, Alta Street, and Court Street, and to traverse Vincent Street on some convenient line between the penstock of said mill-race as the same is now situated and some convenient point between said mill to intersect the present existing flume of said mill; and to construct on said line and upon and across said streets a flume or ditch for the purpose of carrying off waste water from said penstock and mill race.

(Ord. No. 78, Sec. 3, Passed and Approved Feb 19, 1885)

Section____

Nothing in this ordinance shall prevent the Town of Pendleton from at any time opening, improving, widening, changing, extending or vacating any of said streets or fixing or altering the grade thereof or repairing, paving, or sewering the same; providing that such work shall be done as far as practicable in such a manner as not to interfere with or obstruct the construction or operation of said track, flume or ditch provided further that said Town of Pendleton shall not be liable for any damages or injuries which may be sustained by the owners, operators or users of said track, race or flume by reason of any such work or the exercise of any rights reserved to said Town where the same is done and completed with all convenient dispatch and without serious interference with the rights of the owners or users of said track, race or flume; provided further that the said W. S. Byers, R. G. Thompson and Jermiah Bernhart or their successors and assigns shall at all times construct and if necessary pave the crossings upon the streets mentioned in sections one (I) and three (3) over said flume or ditch and track and such means for the restraint of the waters of said flume or ditch as may

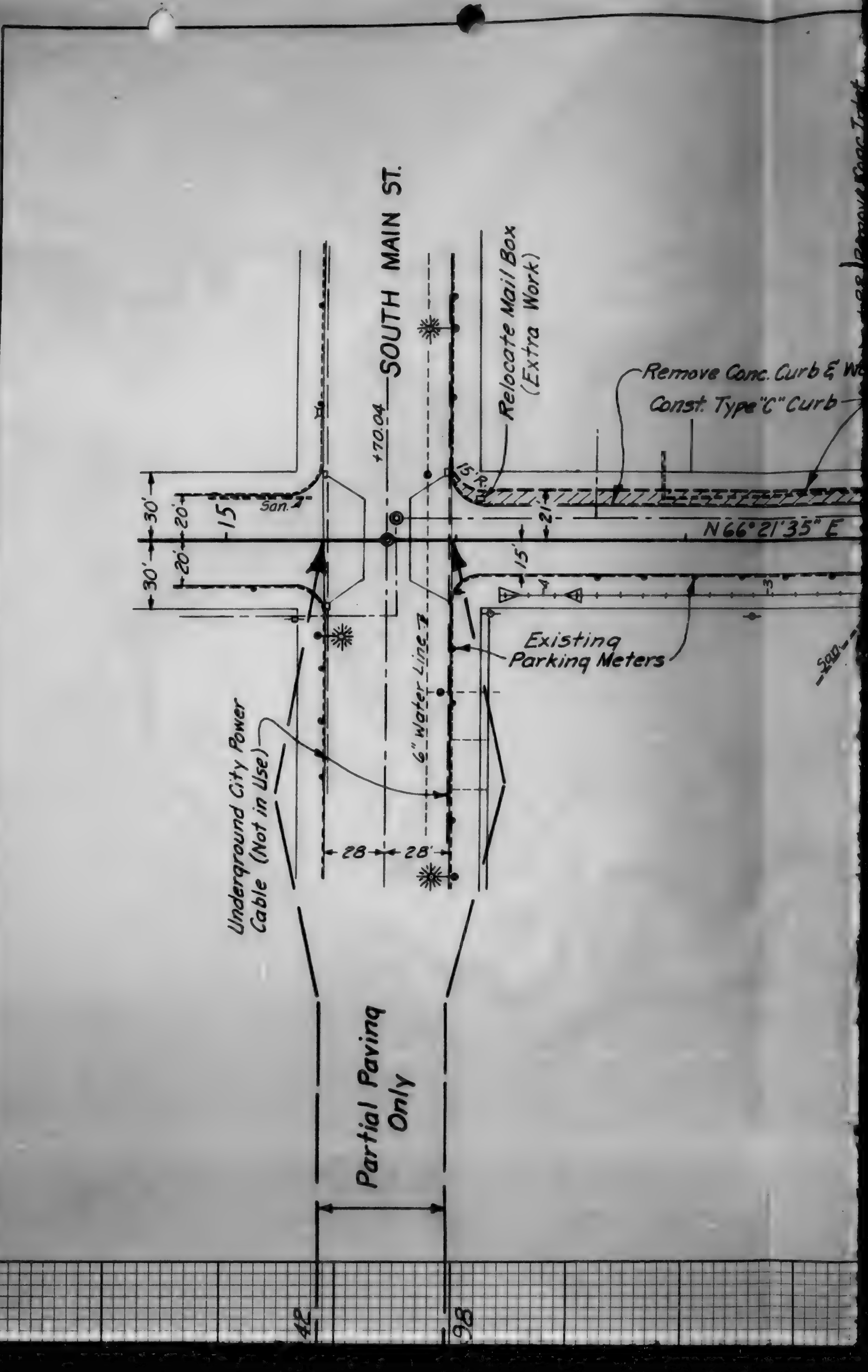
Section___

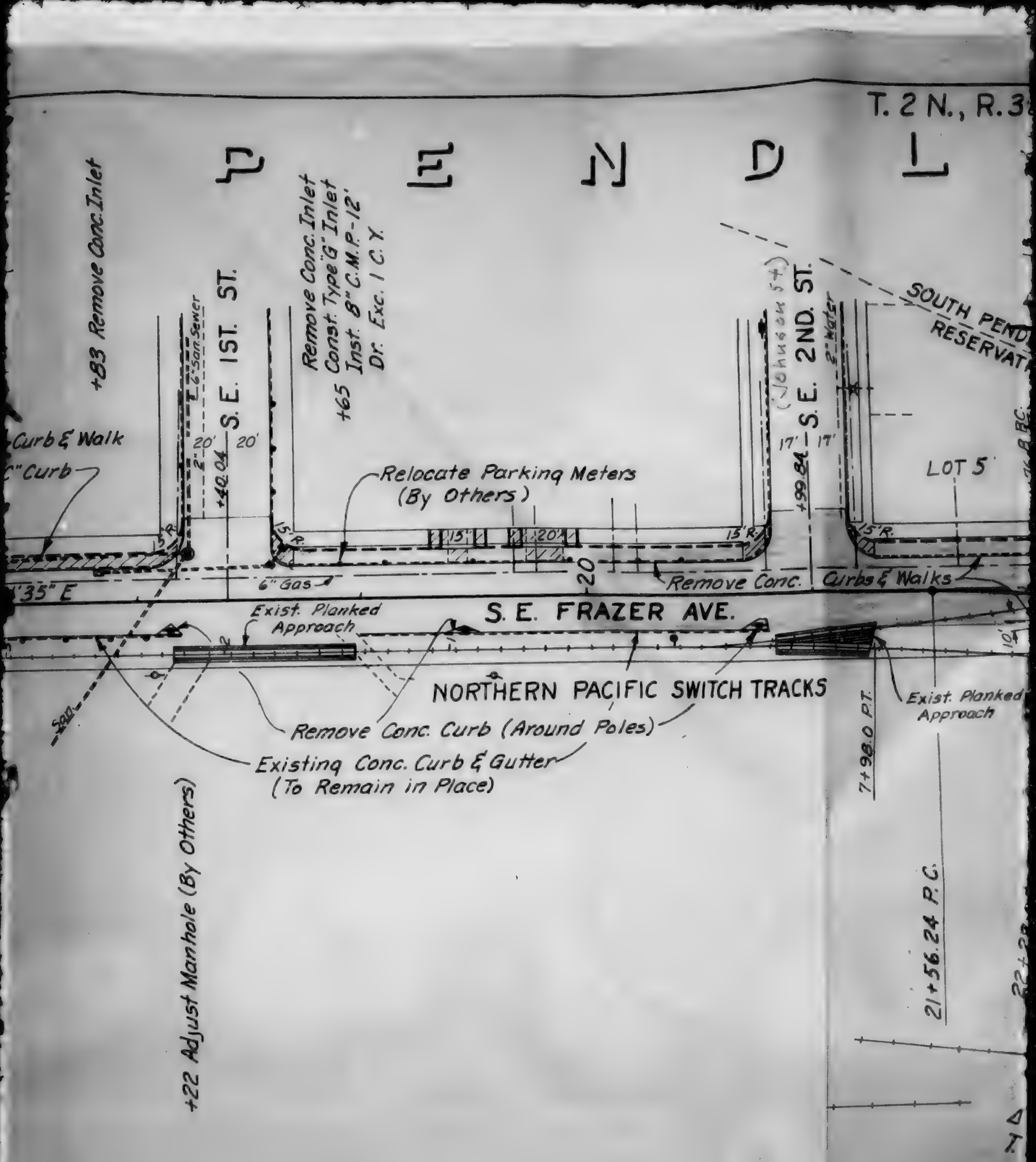
Before this ordinance shall be deemed to take effect, and within ninety (90) days from the date of its passage the said W. S. Byers, R. G. Thompson, and Jermiah Barnhart in consideration of the priveliges and franchises above set forth, shall with the Recorder of the Town of Pendleton a deed of release of so much of the aforesaid Mill Block as may be required for the purpose of opening Alta Street in said town; the full width of sixty (60) feet through said Mill Block, and from and after the approval of said deed by the Recorder and his acceptance thereof, this ordinance shall be and continue in full force.

(Ord. No. 78, Sec. 5, Passed and Approved Feb. 19, 1885) be needed or proper; and shall at all times maintain and operate said railroad track, flume, race and ditch and each of them in such manner as not to impede or obstruct public travel unnecessarily along or across any of said above named streets.

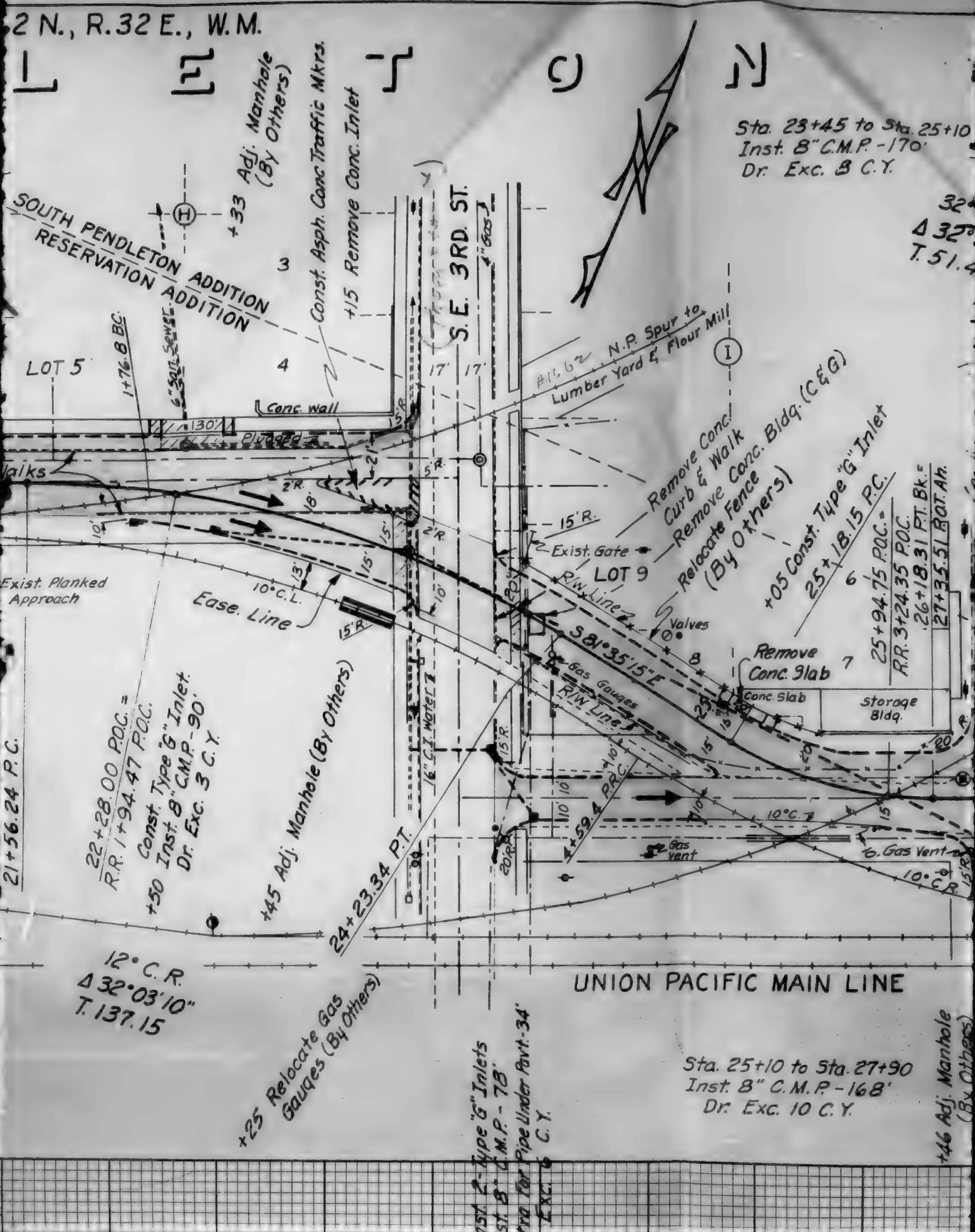
(Ord. No. 78, Sec. 4, Passed and Approved Feb. I9, I885)

FINAL SURVEY	BY	DATE
SURVEYED		
PLOTTED		
NOTE BOOK		
TEMPLATE		
AREAS		
NO.		
AREAS CHECKED		



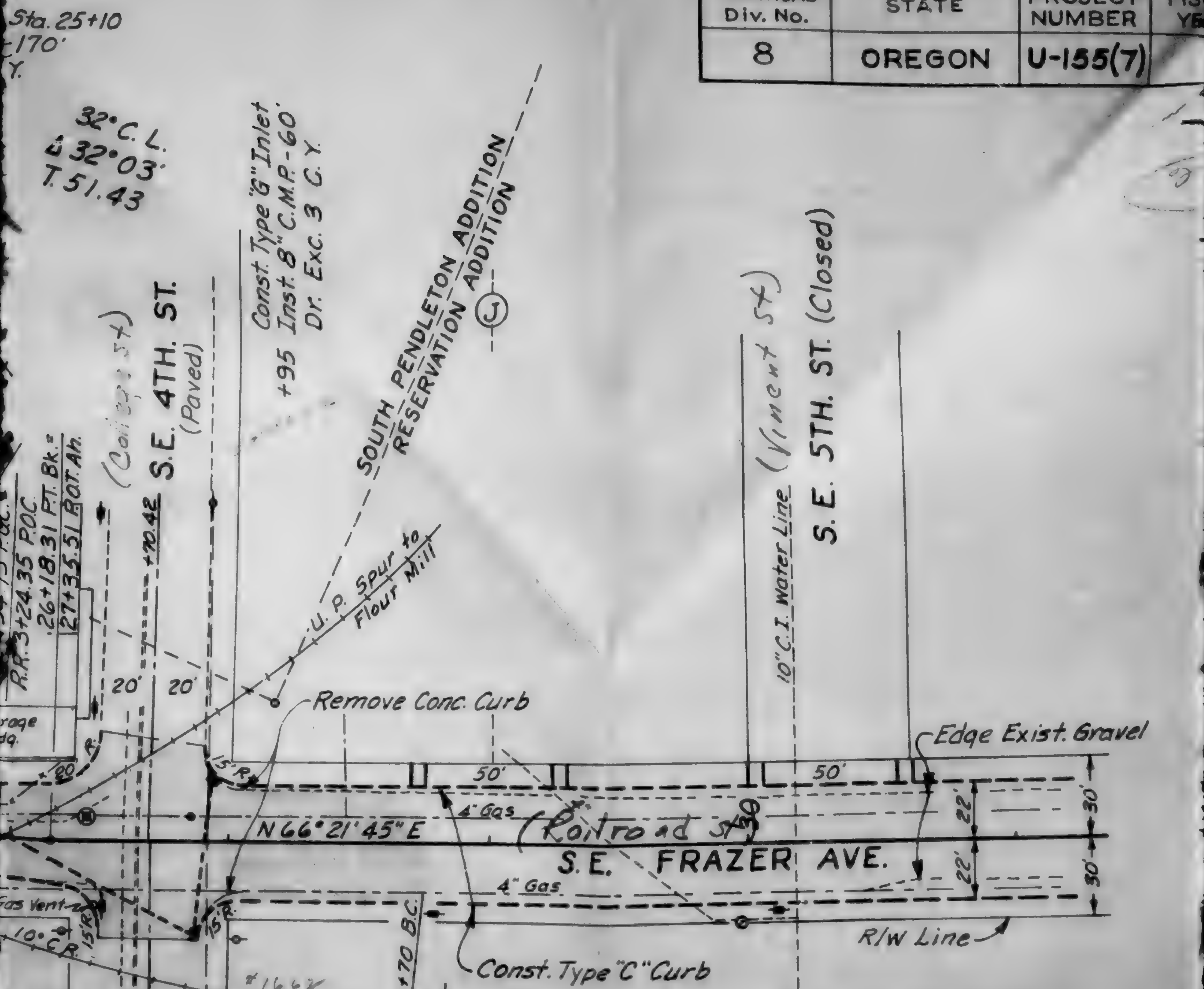


Const. 1-15', 2-20' & 1-30' Type "A" Driveways
Const. 2-50' Type A-1 Driveways


2 N., R.32 E., W.M.
L E T O N
Sta. 23+45 to Sta. 25+10
Inst. 8" C.M.P. -170'
Dr. Exc. 3 C.Y.
+33 Adj. Manhole (By Others)
Const. Asph. Conc Traffic Mkrs.
+15 Remove Conc. Inlet
SOUTH PENDLETON ADDITION
RESERVATION ADDITION
H
3
4
LOT 5
1+76.8 BC.
6" San. Sewer
S.E. 3RD. ST.
4" Gas
17'
17'
N.P. Spur to Lumber Yard & Flour Mill
I
Conc. wall
130'
Plugged
Walks
15'R.
21'
5'R.
2'R.
8'
10'
15'
13'
2'R.
15'R.
Remove Conc. Curb & Walk
Remove Conc. Bldg. (C&G)
Relocate Fence (By Others)
+05 Const. Type "G" Inlet
25+18.15 P.C.
25+94.75 P.O.C.=
R.R. 3+24.35 P.O.C.
26+18.31 Ft. Bk.=
27+35.51 Bat. Ah.
Exist. Gate
LOT 9
R/W Line
Valves
6
8
7
Exist. Planked Approach
10° C.L.
Ease. Line
10'
20'
S 81°35'15" E
Gas Gauges
R/W Line
Remove Conc. Slab
Conc. Slab
Storage Bldg.
25
15
15'
20'
10'
16" C.I. Water
15'R.
10
10
4+59.4 P.R.C.
10° C.
Gas vent
Gas Vent
10° C.R.
15'R.
20'R.
20'R.
21+56.24 P.C.
22+28.00 P.O.C.=
R.R. 1+94.47 P.O.C.
Const. Type "G" Inlet.
+50 Inst. 8" C.M.P. -90'
Dr. Exc. 3 C.Y.
+45 Adj. Manhole (By Others)
24+23.34 P.T.
12° C.R.
Δ 32°03'10"
T. 137.15
32°
Δ 32°
T. 51.4
UNION PACIFIC MAIN LINE
+25 Relocate Gas Gauges (By Others)
Inst. 2-Type "G" Inlets
Inst. 8" C.M.P. - 78'
Extra For Pipe Under Pavt. - 34'
Exc. 6 C.Y.
Sta. 25+10 to Sta. 27+90
Inst. 8" C.M.P. - 168'
Dr. Exc. 10 C.Y.
+46 Adj. Manhole (By Others)

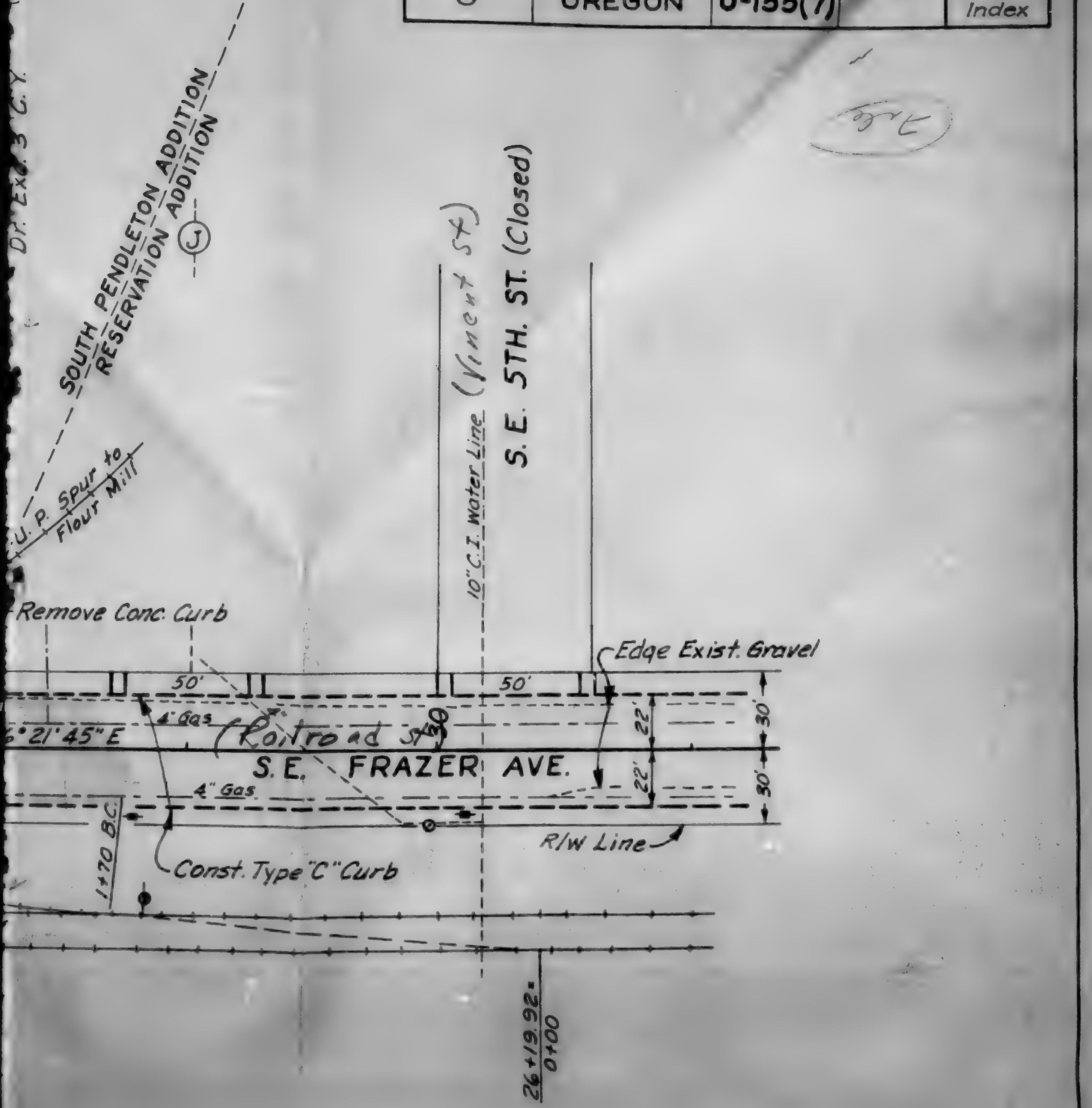
7V-1-

S.E. 9TH. ST. ~ S.W. 4TH. ST. (PENDLETON) PENDLETON ~ JOHN DAY HWY. (NO. BOU UMATILLA COUNTY			
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FIS YE
8	OREGON	U-155(7)	



7V-1-2

S.E. 9TH. ST.~S.W. 4TH. ST. (PENDLETON) SEC. PENDLETON~JOHN DAY HWY. (NO. BOUND) UMATILLA COUNTY				SHEET No. 4
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	U-155(7)		See Index



ORIGINAL SURVEY

NOTE BOOK

NO.

	BY	DATE
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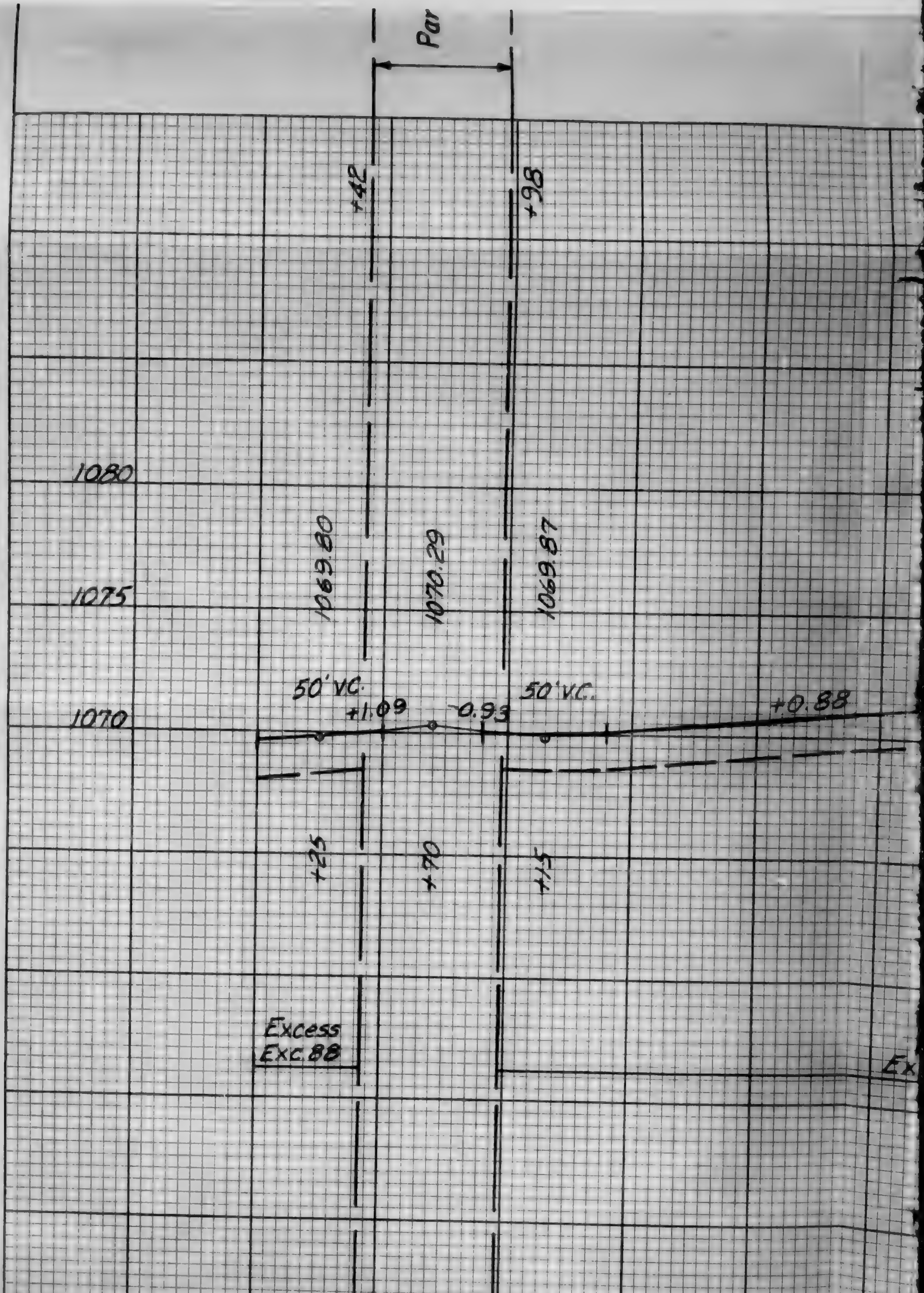
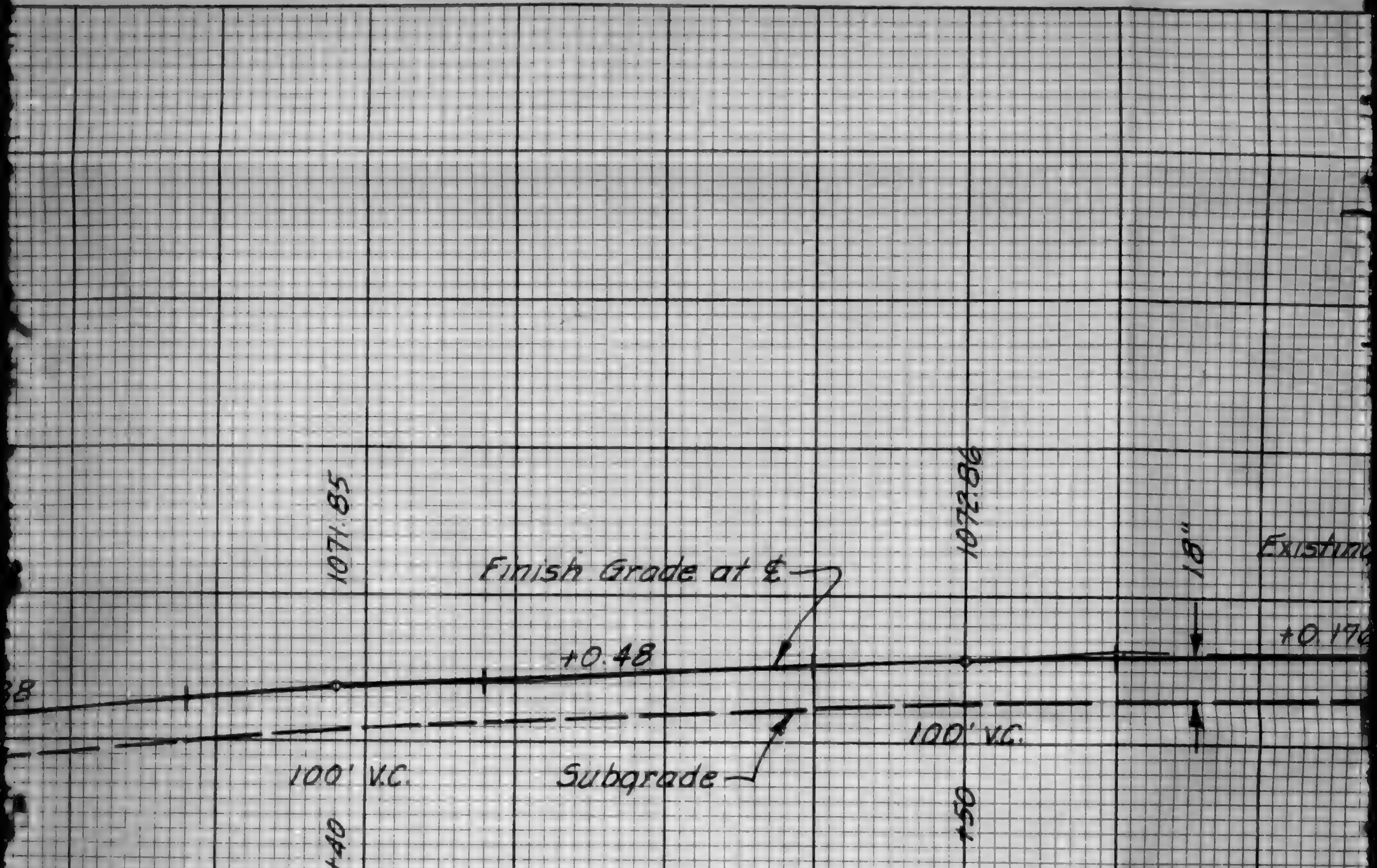
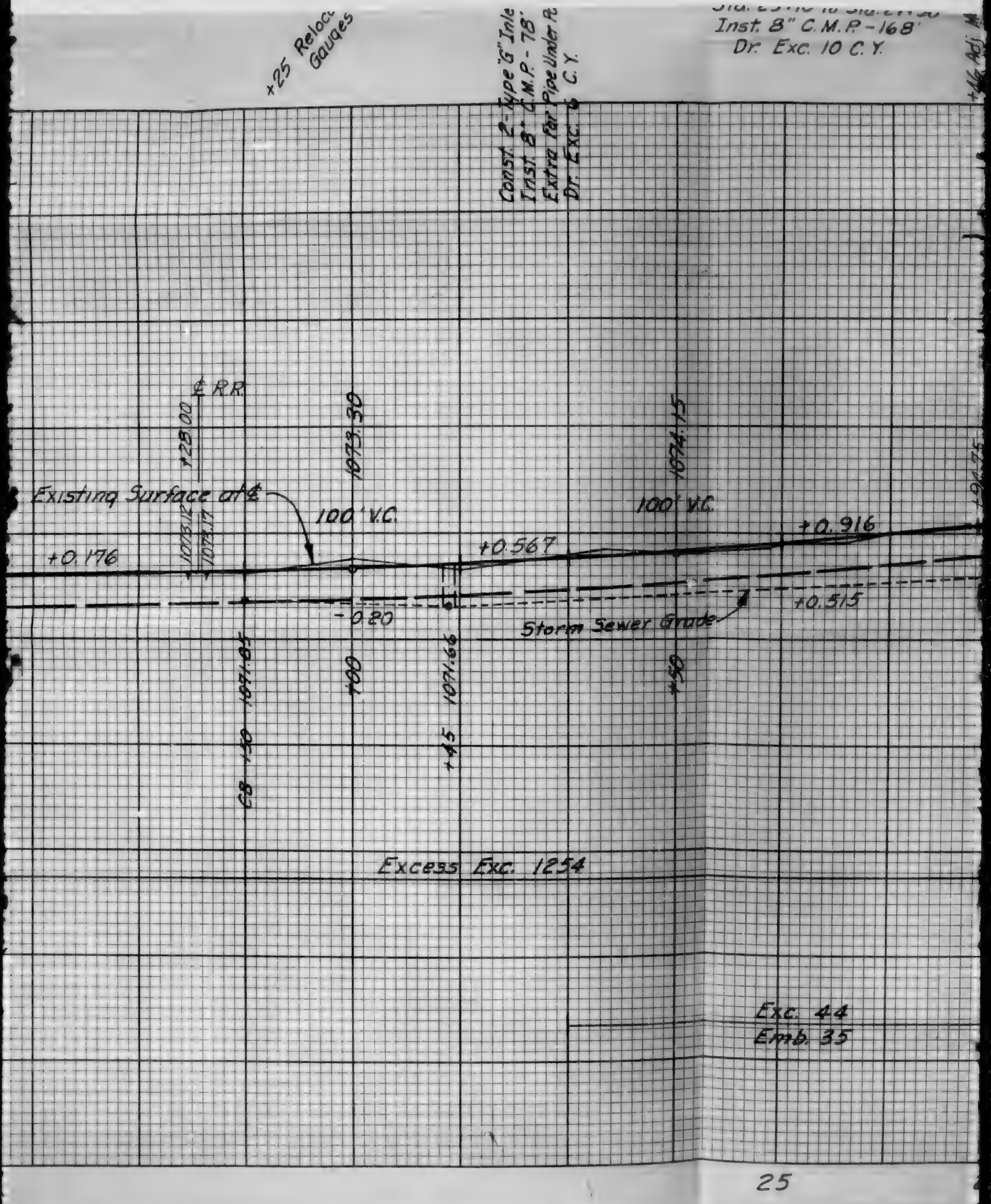
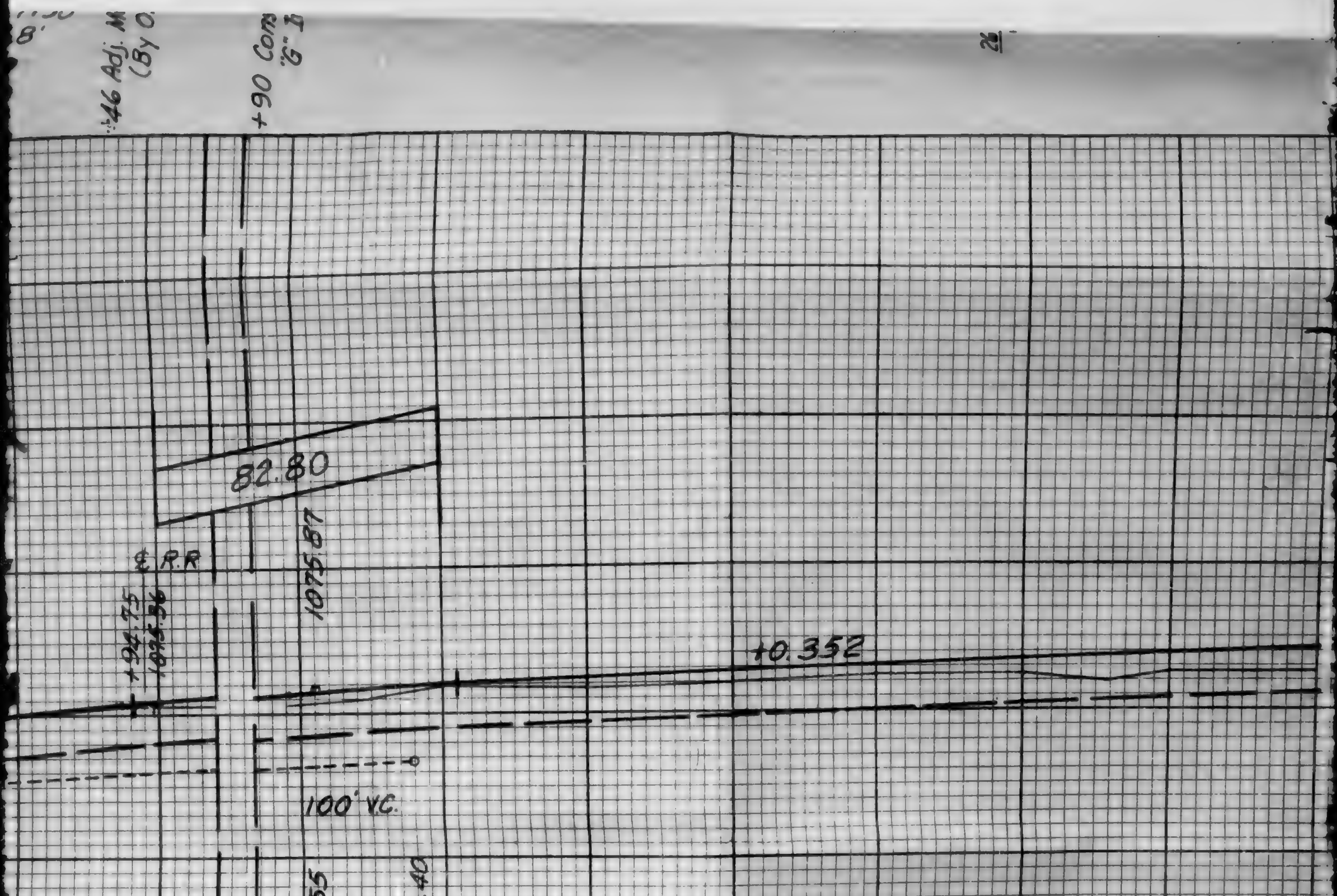
TEMPLATE		
AREAS		
AREAS CHECKED		



Const. 1-15', 2-20' & 1-30' Type "A" Driveways
Const. 2-50' Type A-1 Driveways




+25 Reloc
Gauges
Const. 2-Type "G" Inle
Inst. 8" C.M.P. - 78'
Extra for Pipe Under R
Dr. Exc. 6 C.Y.
Inst. 8" C.M.P. - 168'
Dr. Exc. 10 C.Y.
+46 Adj. M
℄ R.R.
+28.00
1073.30
1074.15
Existing Surface at ℄
100' V.C.
100' V.C.
+0.176
1073.12
1073.17
+0.567
+0.916
-0.20
+0.515
Storm Sewer Grade
CB 1+50 1071.85
+00
+45 1071.66
+50
Excess Exc. 1254
Exc. 44
Emb. 35


+46 Adj. M
(By O.
+90 Com
"G" B
26
82.80
℄ R.R
+94.75
1075.36
1075.87
+0.352
100' V.C.
26+18.31 Bk. =
EQUATION
27+35.51 Ah.
+55
1073.40
CB +90
Exc. 28
Emb. 22
Excess Exc. 717
26
28
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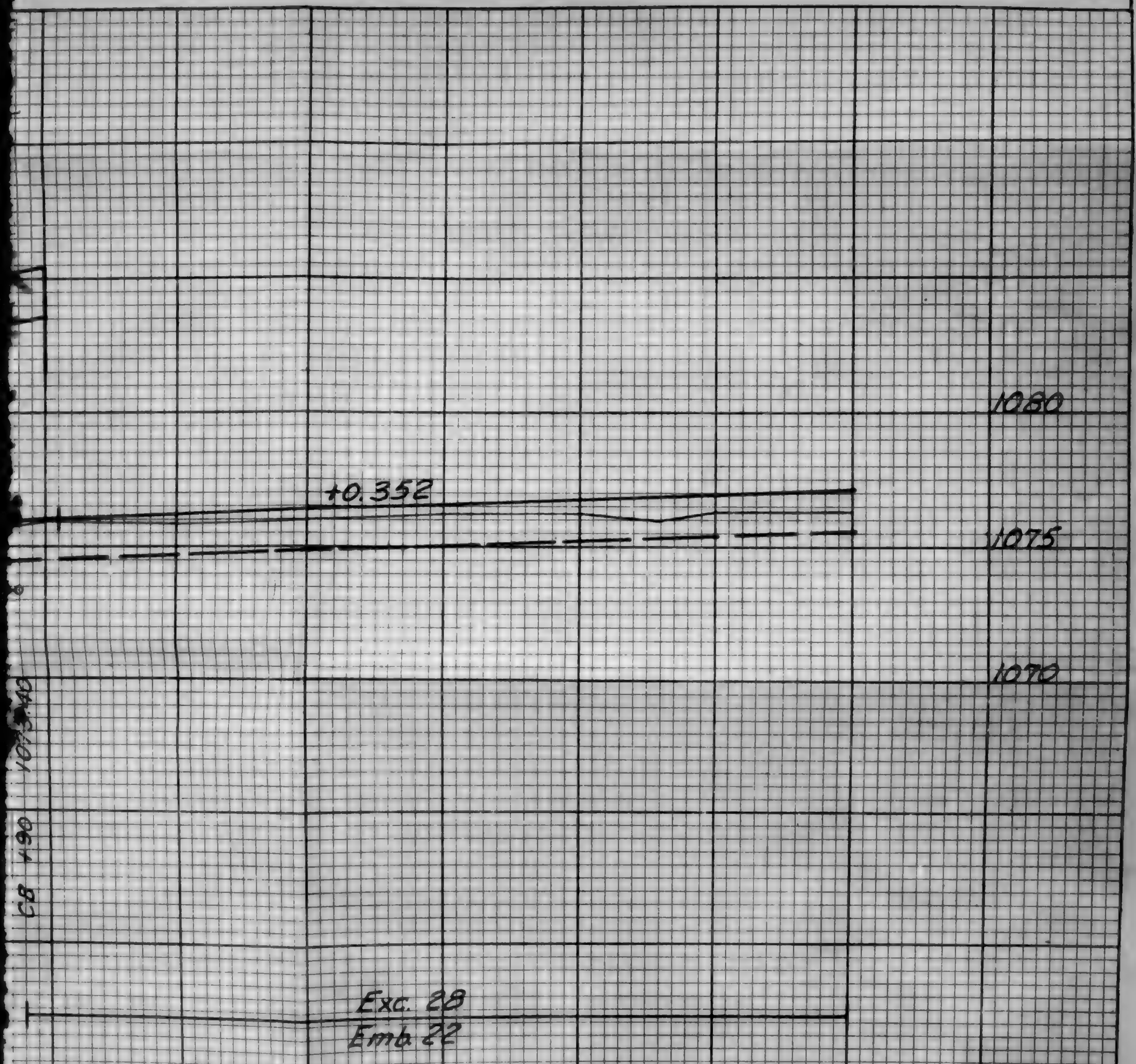
31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CB +90 1075.40
Exc. 28
Emb. 22
Excess Exc. 717
Rev.
28
30
31

RECEIVED
JAN 31 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

U-155(7)
5891
Pendleton

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 30, 1961

Mr. Robert G. White
City Manager, Pro-tem
City Hall
Pendleton, Oregon

Dear Mr. White:

This is in regard to the moving of the Cascade Natural Gas Company's facilities on the S. E. 9th Street-S. W. 4th Street Pendleton Section of the Pendleton-John Day Highway.

Under the terms of the agreement between the State and the City, the City is to cause to be relocated privately owned utilities etc. located within public streets or ways. Your Ordinance No. 2156, which grants the gas company a franchise, requires the gas company to move such facilities at their expense upon written notice from the City.

In order that the gas company facilities be moved as soon as possible, would you please give the gas company written notice to immediately move or adjust their facilities as required for construction of this project. Mr. Baker, our utilities engineer, has contacted the gas company and advised them of the work they are required to perform in connection with this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Original signed
C. G. Swenson

C. G. Swenson
County and City Relations Engineer

NOTED
G. S. PAXSON

CGS:mm

cc: G. S. Paxson
Walt Wright, attention Dave Moehring
Tom Edwards, " Curt Baker
V. D. Wolfe

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 25 1961
FOR FILING

U-155(7)

5891

Pendleton

January 24, 1961

Marjorie E. Dagwell
City Recorder
City Hall
Pendleton, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Pendleton a fully executed copy of a Cooperative Agreement between the State Highway Commission and the City of Pendleton covering SE 9th Street-SW 4th Street (Pendleton) Section of the Pendleton-John Day Highway in the City of Pendleton.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JAN 25 1961
FOR FILING

4-155(2)

5891

Pendleton

p

MISC. CONTRACTS and
AGREEMENTS No. 2-27

Salem, Oregon
January 24, 1961

Cooperative Agreement
SE 9th Street-SW 4th Street
(Pendleton) Section
Pendleton-John Day Highway
City of Pendleton

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attached is a conformed copy of a cooperative agreement with the City of Pendleton covering SE 9th Street-SW 4th Street (Pendleton) Section of the Pendleton-John Day Highway in the City of Pendleton.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Pendleton.

Secretary

[illegible]
Attach: 1

RECEIVED
JAN 23 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

4-155(7)
5891

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 20, 1961

Mr. Robert White
City Manager, pro tem
City Hall
Pendleton, Oregon

Dear Mr. White:

This is to acknowledge receipt of the cooperative agreement and a check in the amount of $35,750 covering the S. E. 9th Street-S. W. 4th Street (Pendleton) Section project. After this agreement has been signed by the Highway Commission one fully executed copy will be returned to you for your files.

Mr. Walt Wright, Right of Way Engineer, has informed me that the right-of-way problems with the gas company have not yet been settled; however, it is hoped that this matter and railroad agreements can be resolved in time to open bids on this project early in March.

I am mailing you under separate cover a set of construction plans on this project for your information and files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Original signed

G. S. Paxson

C. G. Swenson
County and City Relations Engineer

CGS:mm

cc: G. S. Paxson
Walt Wright
A. F. Parson
V. D. Wolfe

RECEIVED
JAN 23 1961
OFFICE OF
STATE ENGINEER

RECEIVED
JAN 19 1961
FOR FILING

5891

January 18, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

This is to acknowledge and thank you for your letter of January 12 giving us permission to proceed with the work on your property in connection with the one-way couplet on Frazer Avenue in Pendleton.

We have made the change in alignment which you suggested in your letter of December 19, and I am enclosing herewith four prints from our Drawing 8B-21-9 which show the revised alignment and revised area over which we are requesting easement. You will note that we are placing the curb of our highway 17.15 feet from the centerline of your track but are requesting the easement up to a point within 13 feet of the center of your track. This is to provide room for embankment back of the curb.

We have now scheduled this work for a bid opening early in March, and I hope that we can have the agreement prepared by that time so that we will not have to work upon the permit of entry which you have so kindly granted us.

The change of alignment referred to above keeps us entirely off of the property on the east side of S. E. Third Street which is jointly owned by the Union Pacific and the Northern Pacific.

Very truly yours,

W. C. Williams
State Highway Engineer

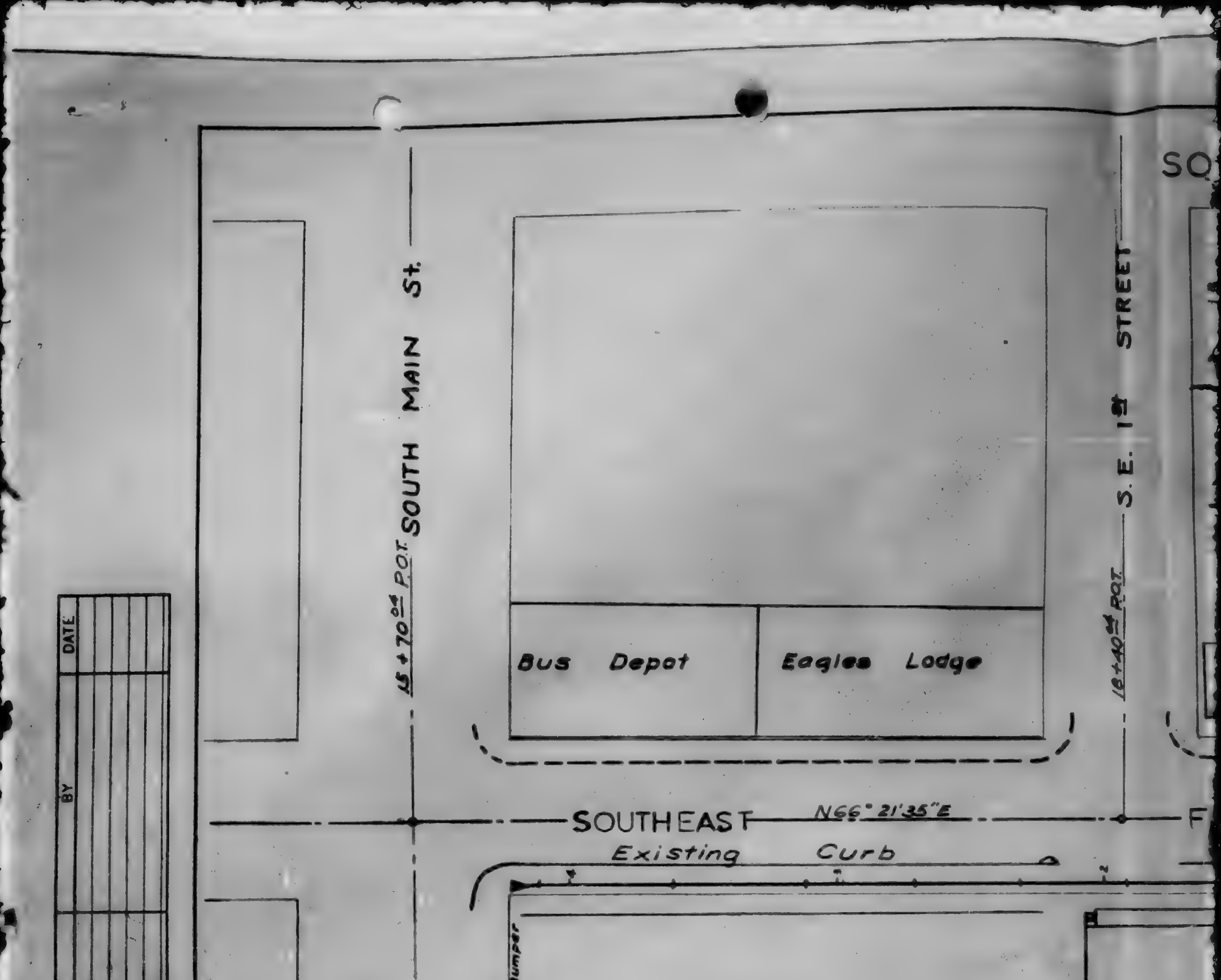
By

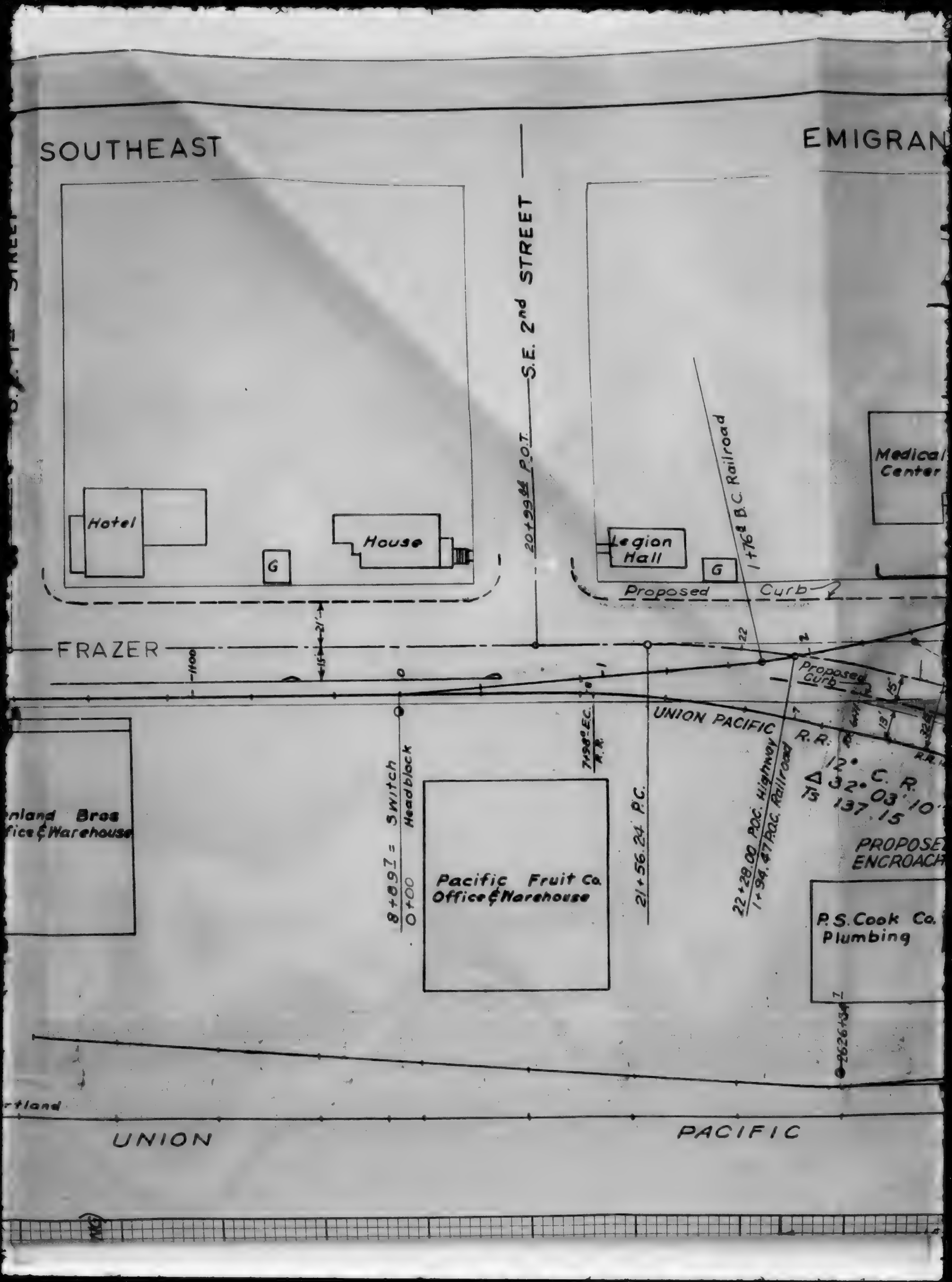
G. S. Paxson
Assistant State Highway Engineer

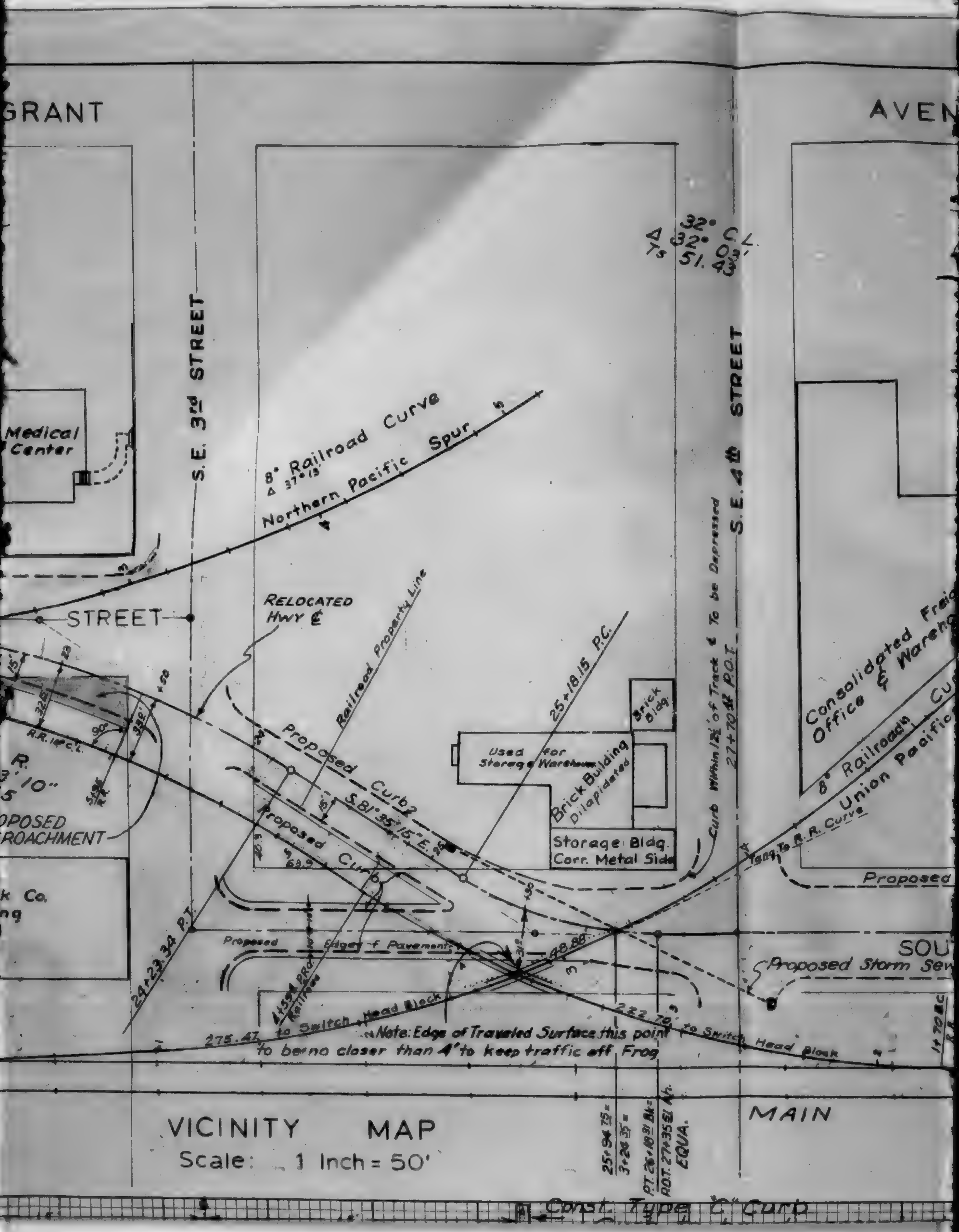
Attach.

GSP:ae

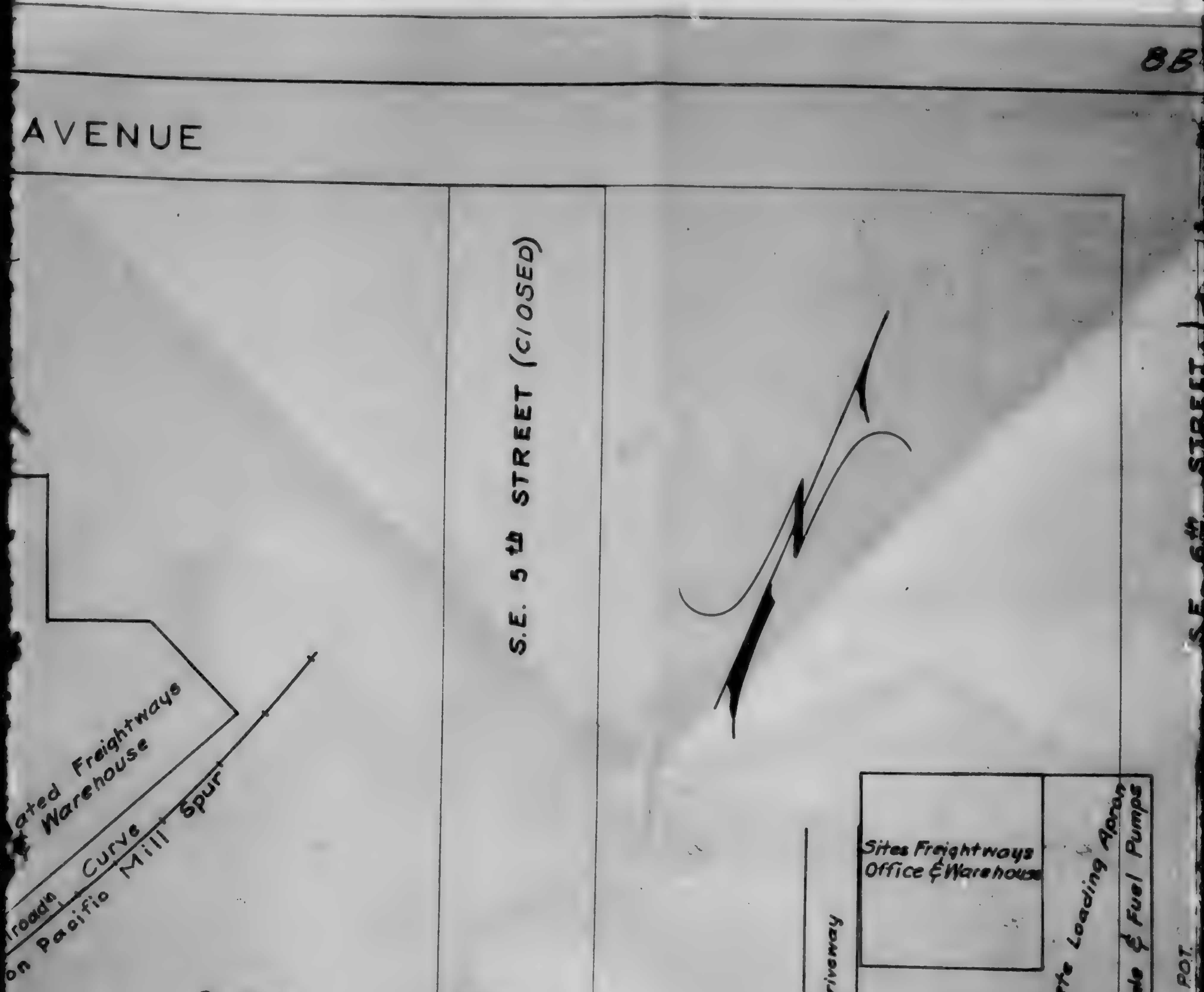
cc to: Mr. W. C. Williams


SO
SOUTH MAIN St.
15+70± P.O.T.
Bus Depot
Eagles Lodge
S.E. 1st STREET
18+40± P.O.T.
SOUTHEAST
N66° 21'35"E
F
Existing Curb
4+21 Bumper
Penland Office & Wa
To Portland
FINAL SURVEY
NOTE BOOK
NO.
SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED
BY
DATE

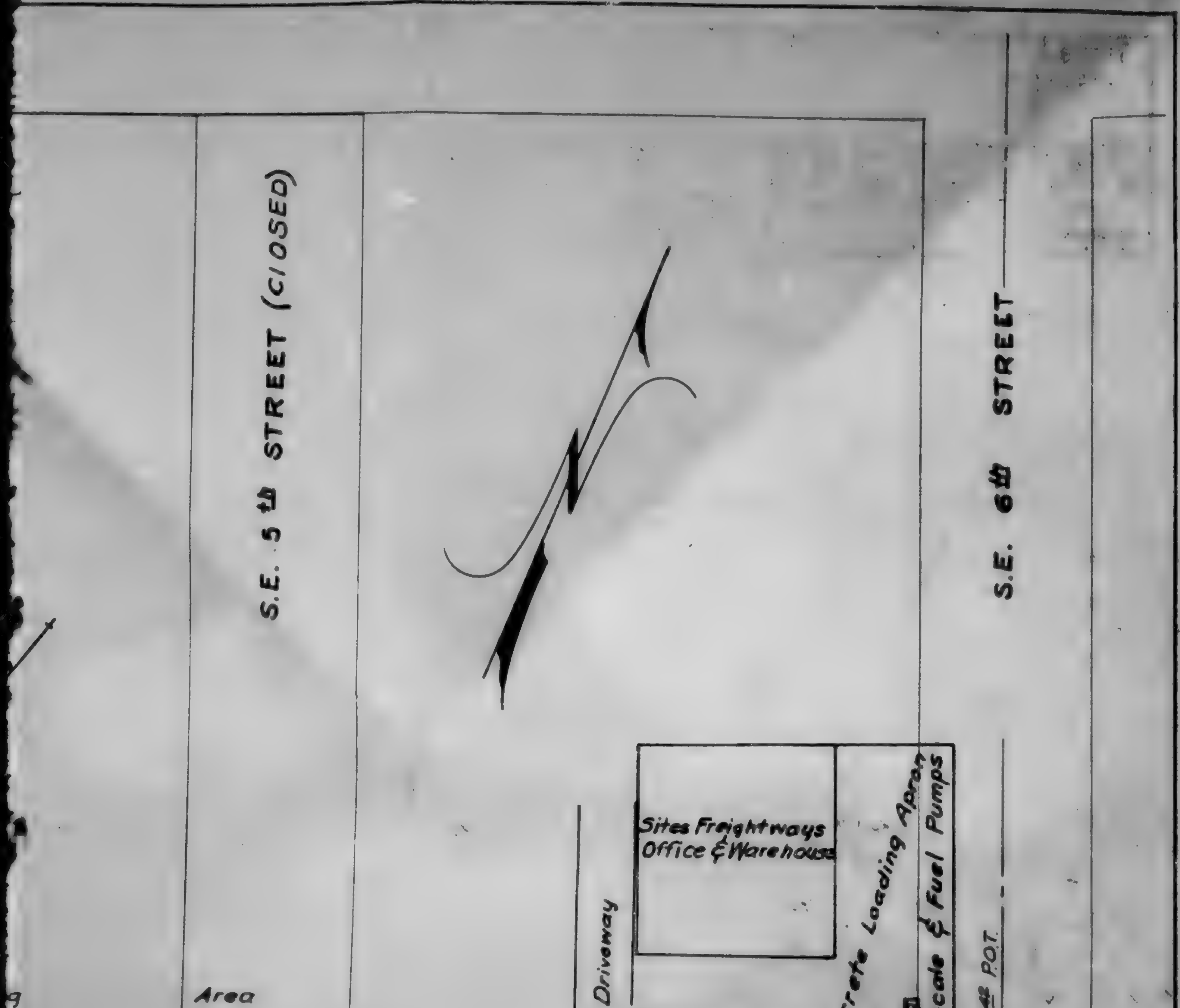

SOUTHEAST
EMIGRAN
S.E. 2nd STREET
20+99.86 P.O.T.
Hotel
House
G
Legion Hall
G
1+76.8 B.C. Railroad
Medical Center
Proposed Curb
FRAZER
21'
15'
1100
0
1
22
2
Proposed Curb
15'
13'
32.5'
UNION PACIFIC R.R.
R.R.
12° C. R.
Δ 32° 03' 10"
Ts 137.15
nland Bros
fice & Warehouse
8+89.7 = Switch
0+00 Headblock
7+98.0 E.C. R.R.
Pacific Fruit Co.
Office & Warehouse
21+56.24 P.C.
22+28.00 P.O.C. Highway
1+94.47 P.O.C. Railroad
PROPOSE
ENCROACH
P.S. Cook Co.
Plumbing
26+34.7
rtland
UNION
PACIFIC



VICINITY MAP
Scale: 1 Inch = 50'


88
AVENUE
S.E. 5th STREET (CLOSED)
ated Freightways
& Warehouse
Railroad Curve
on Pacific Mill Spur
Parking
Area
Sites Freightways
Office & Warehouse
20' Driveway
Parking Area
Concrete Loading Apron
Scale & Fuel Pumps
32+90± POT.
S.E. 6th STREET
Proposed Curb
22'
22'
SOUTHEAST
FRAZER
N 66° 21' 45" E
STREET
orm Sewer
14+70 BC R.R.
14'
2621+45
LINE
0+00=
2619+92=
TRACKS

8B-21-9

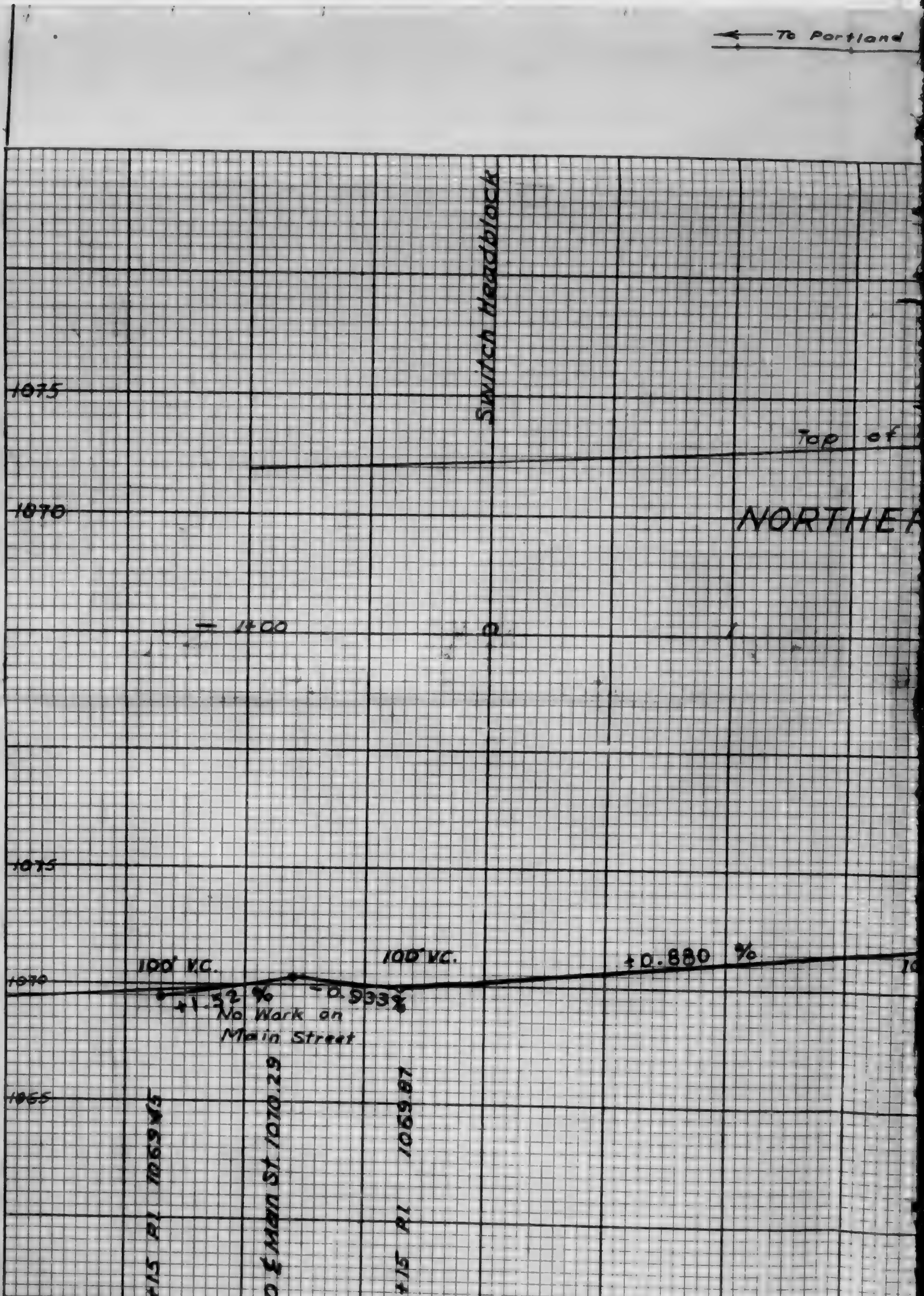

S.E. 5th STREET (CLOSED)
S.E. 6th STREET
Sites Freightways Office & Warehouse
Concrete Loading Apron
Scale & Fuel Pumps
32+90± P.O.T.
20' Driveway
Parking Area
Area
g
FRAZER
N66° 21'45" E
STREET
22'
22'
70±
NE
TRACKS
0+00=
2619+92³=
To La Grande

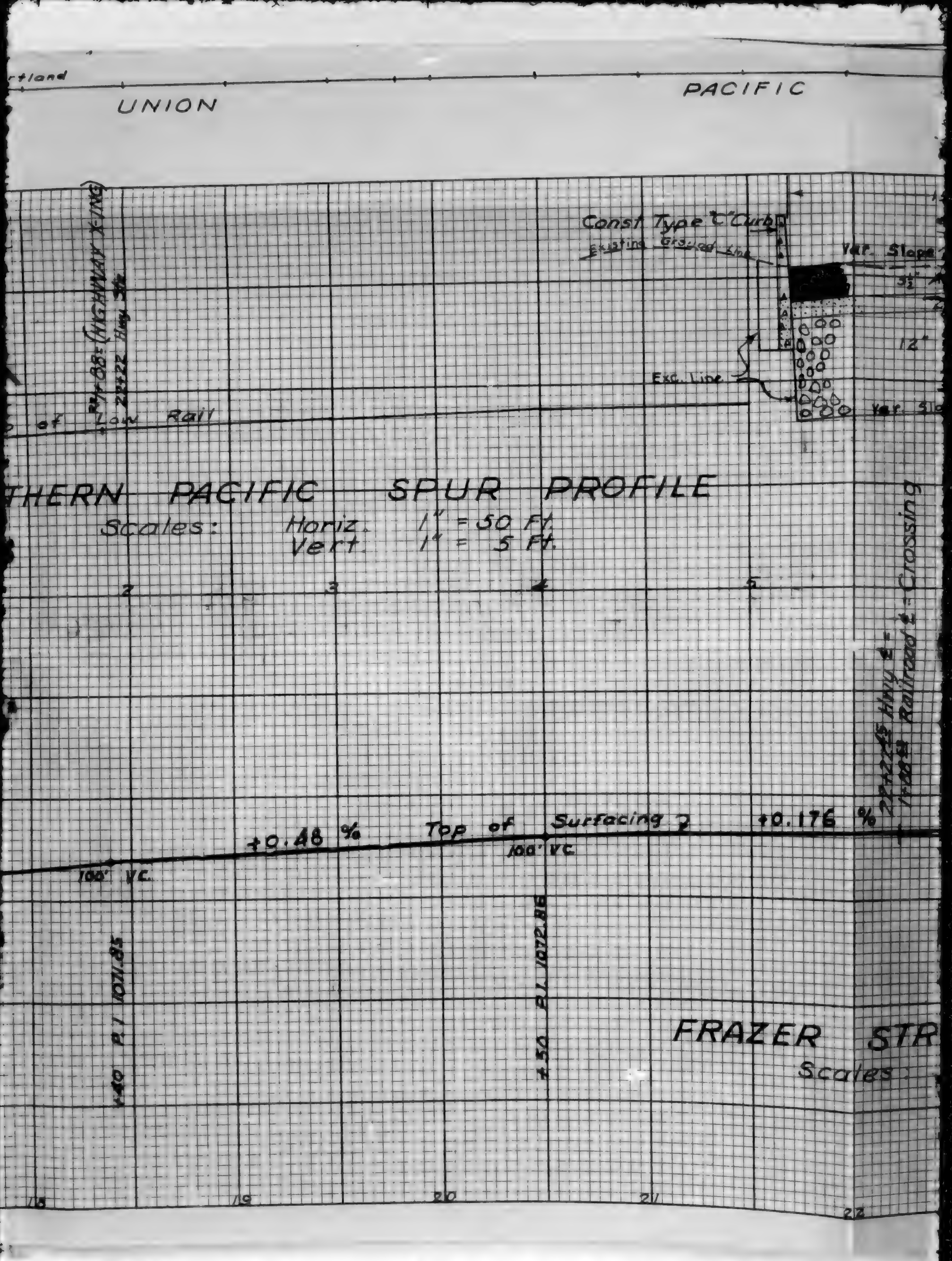
ORIGINAL SURVEY

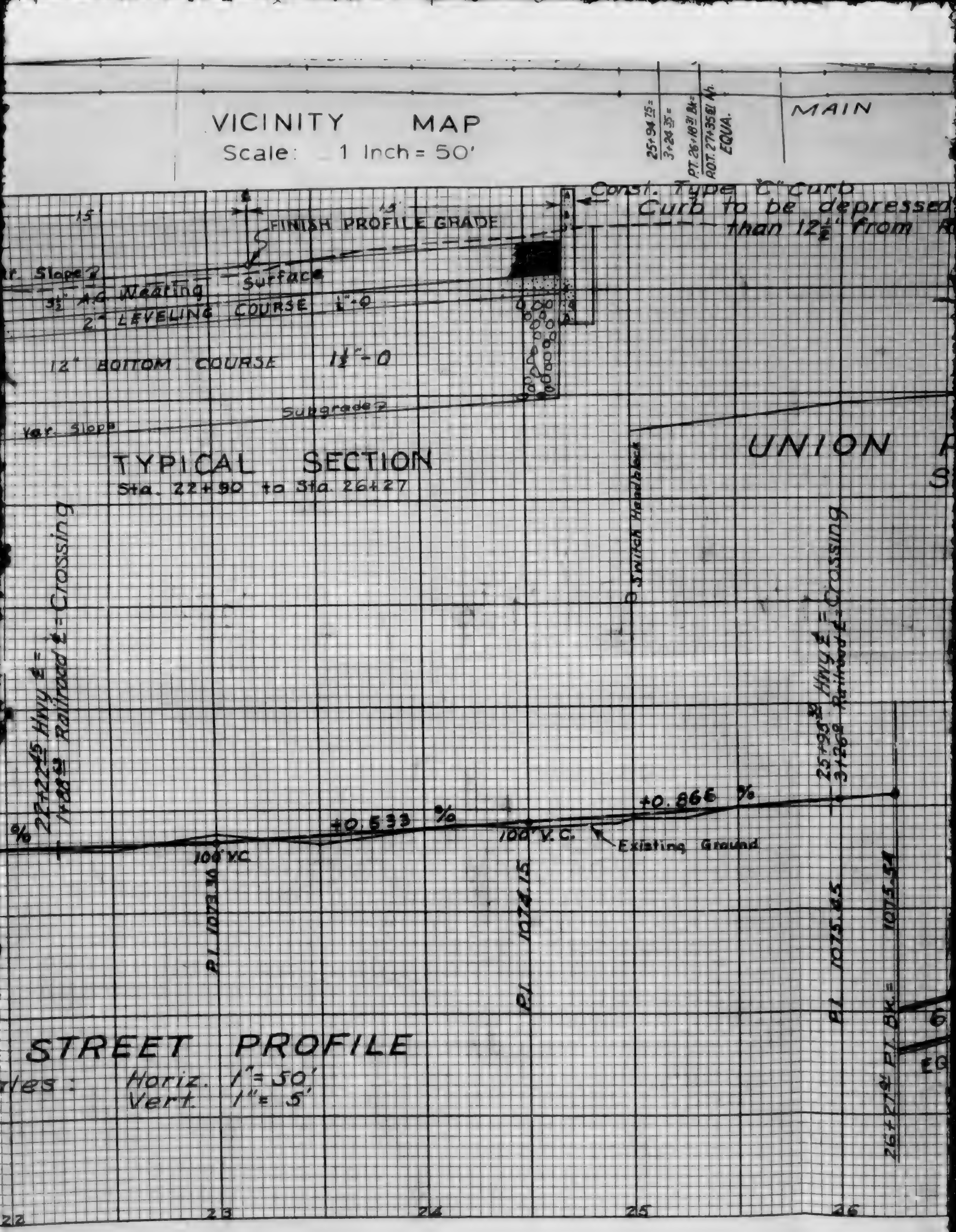
NOTE BOOK

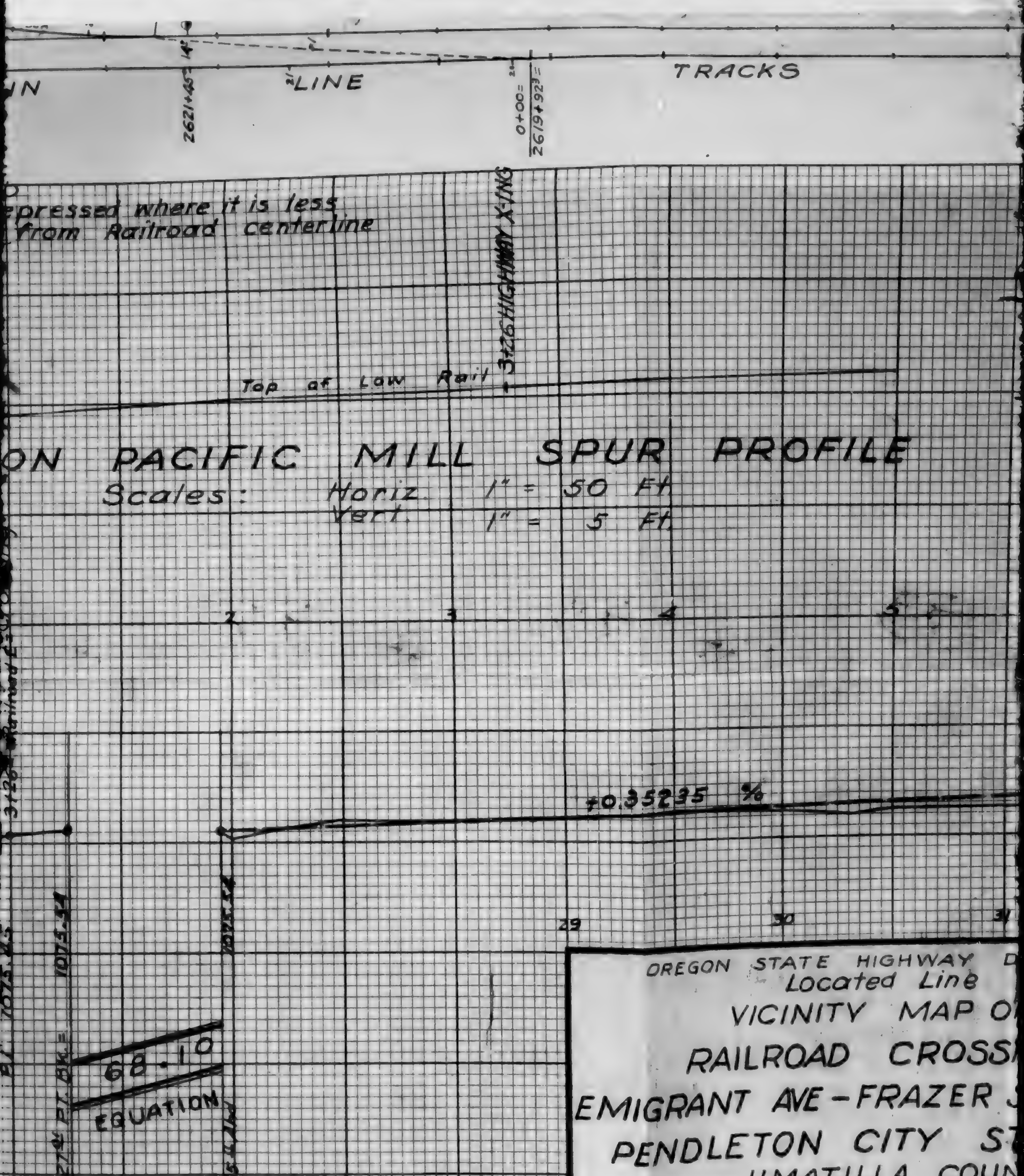
NO.

	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		




rtland
UNION
PACIFIC
Const Type "C" Curb
Existing Ground Line
Var. Slope
3½"
12"
Exc. Line
Var. Slo
27+88± (HIGHWAY X-ING)
22+22 Hwy Sta
of Low Rail
THERN PACIFIC SPUR PROFILE
Scales: Horiz. 1" = 50 Ft.
Vert. 1" = 5 Ft.
2
3
4
5
27+12.45 Hwy ℄ =
1+00± Railroad ℄ = Crossing
+0.48 %
Top of Surfacing
+0.176 %
100' VC.
100' VC.
+40 P.I. 1071.85
+50 P.I. 1072.86
FRAZER STR
Scales:
18
19
20
21
22


VICINITY MAP
Scale: 1 Inch = 50'
25+94.75 =
3+24.35 =
P.T. 26+18.31 Bk. =
P.O.T. 27+35.61 Ah.
EQUA.
MAIN
Const. Type "C" Curb
Curb to be depressed
than 12½" from
15'
15'
FINISH PROFILE GRADE
Var. Slope
3½" A.C. Wearing Surface
2" LEVELING COURSE 1"-0
12" BOTTOM COURSE 1½"-0
Subgrade
Var. Slope
TYPICAL SECTION
Sta. 22+90 to Sta. 26+27
UNION
S
27+22.45 Hwy ℄ = 1+88.21 Railroad ℄ Crossing
Switch Headblock
25+95.32 Hwy ℄ = 3+26.69 Railroad ℄ Crossing
%
+0.533 %
+0.866 %
100' V.C.
100' V.C.
Existing Ground
P.I. 1073.36
P.I. 1074.15
P.I. 1075.25
26+27.21 P.I. Bk. = 1075.54
EQ
STREET PROFILE
Scales: Horiz. 1" = 50'
Vert. 1" = 5'
22
23
24
25
26



OREGON STATE HIGHWAY D

Located Line

VICINITY MAP O

RAILROAD CROSS

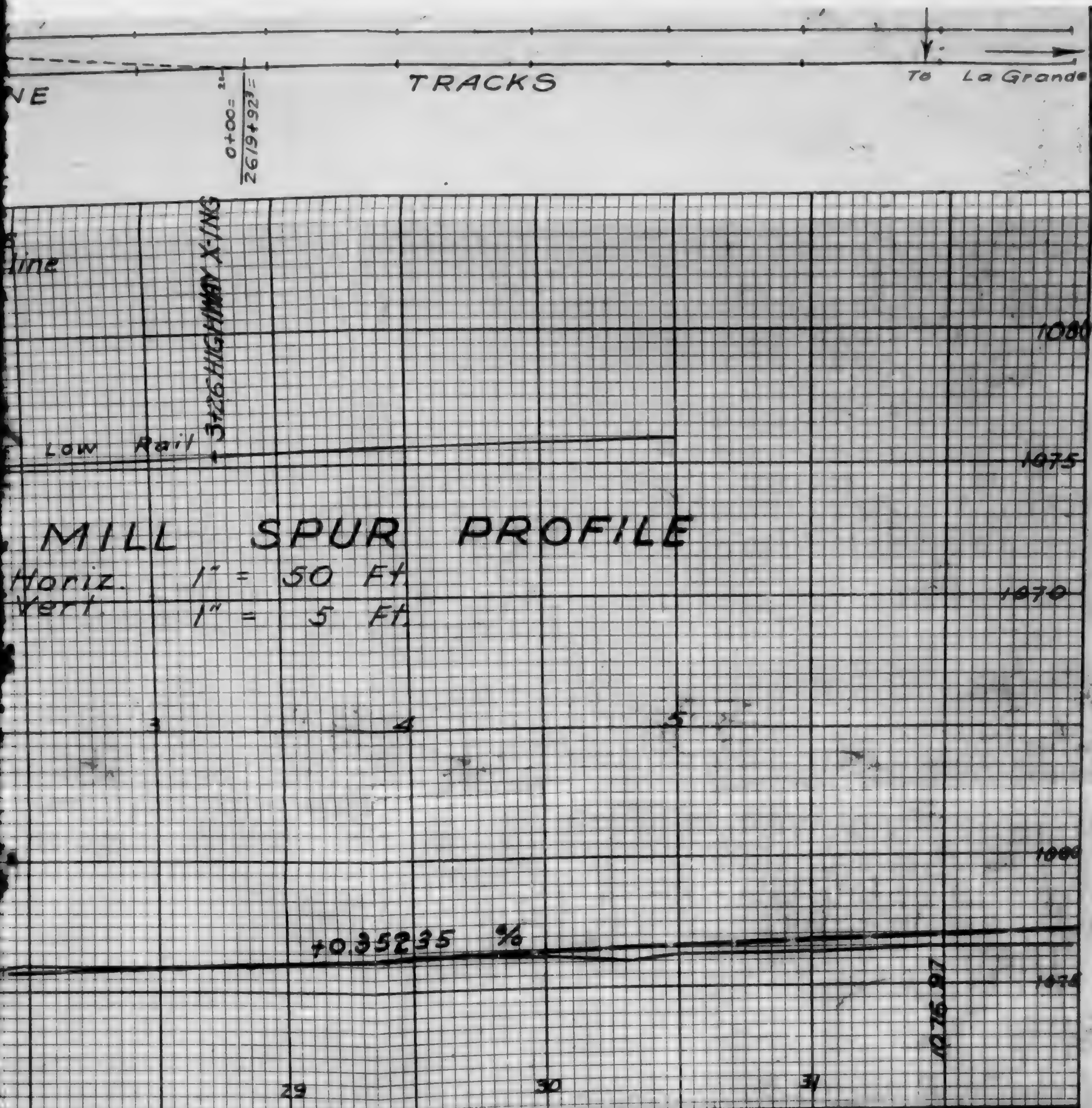
EMIGRANT AVE-FRAZER

PENDLETON CITY S

UMATILLA COUN

John H. Walker Res. Eng. Sc

June 1960-R



OREGON STATE HIGHWAY DEPARTMENT
Located Line
VICINITY MAP OF
RAILROAD CROSSING
EMIGRANT AVE - FRAZER St. COUPLET
PENDLETON CITY STREETS
UMATILLA COUNTY
John H. Walker Res. Eng. Scales as Shown
June 1960 - Revised Jan., '61

218

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1961

SUBJECT: Cooperative Agreement:
SE 9th Street-SW 4th Street
(Pendleton) Section,
Pendleton-John Day Highway
City of Pendleton

To: Mr. G. S. Paxson
OFFICE

MISC. CONTRACTS and
AGREEMENTS No. 1327

Attached are three copies of an agreement covering the subject project. Two copies of the agreement have been signed by the city and may now be presented to the Highway Commission for their signatures. Both of these copies require your signature of approval.

This project was approved by the Highway Commission 4/21/60.

A check in the amount of $35,750 covering the City's share of the cost of the project has been forwarded to the Accounting Division.

C. G. Swenson
C. G. Swenson
County and City Relations Engineer

CGS:mm
Att.

cc: D. J. Barbee
Walt Wright
V. D. Wolfe

4-21-60 Min. Page 19
Lloyd Query

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JAN 13 1961
FORM E-30X 50M 2-60 20119
FOR FILING

u-155(2)

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1961

[illegible] To; Mr. C. E. Maison
Auditor
OFFICE

SUBJECT: City of Pendleton's Share of Cost,
SE 9th Street-SW 4th Street
(Pendleton) Section,
Pendleton-John Day Highway

Attached is a check from the city of Pendleton in the amount of $35,750 which represents the city's share of the cost of construction of the subject project.

Original signed
C. G. Swenson

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

cc: G. S. Paxson
R. L. Porter
V. D. Wolfe

G. S. PAXSON

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OFFICE OF
[illegible] ENGINEER

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JAN 13 1961
FOR FILING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION
5891

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

January 12, 1961

File: D 9031-32-1

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Gentlemen:

Your letter of November 18th and subsequent telephone conversation regarding the easement for the one-way couplet on Frazer Avenue in Pendleton, Oregon.

Authority has been received to permit you to occupy the triangular area of our property located just westerly of S. E. Third Street in the construction of this couplet on condition you will provide a substantial curb not less than 13 feet from the center line of our track and that the alignment will be shifted as verbally discussed to avoid encroaching on the joint property in Block I.

This authority is granted on the condition you will execute the easement agreement promptly upon presentation.

Yours truly,

G H Baker
G. H. Baker
Superintendent EAH

RECEIVED
JAN 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

5891

December 19, 1960.

File: D 9031-32-1

Mr. G. S. Paxson
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Your letter of November 18th regarding easement on our property for a one-way couplet on Frazer and Emigrant Avenues in Pendleton, Oregon:

Our Property Department advises it will take considerable time to process this easement through the Northern Pacific Railway Company, and for this reason we made a visual on ground check with your drawing and it would appear you could move the tangent between the curves over three feet to clear this property and stay in the clear of the Gas Company buildings.

If this could be done, we probably could secure authority for you to take possession of the other parcel in advance of completion of the formal easement documents.

Will you please consider and advise.

Yours truly,

G. H. Baker

G. H. Baker
Superintendent

12-21-60
Atty's office
to investigate
HAH.

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1960
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

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November 22, 1960

Honorable Norman G. Gorfkle
Mayor
City Hall
Pendleton, Oregon

Dear Mayor Gorfkle:

We had intended to open bids on the Emigrant Street-Fraser Street couplet in Pendleton at the bid opening on December 9. However, we ran into some difficulties in obtaining the right of way across the Union Pacific and Northern Pacific property at the intersection of Fraser Street and Third Street and have had to withdraw the project from that letting.

We hope we will be able to get this straightened out and advertise again for a bid opening in January.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams

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NOV 21 1960
FOR FILING

5891

November 18, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. Horstman

Dear Sir:

I have your letter of November 17 concerning the one-way couplet on Frazer and Emigrant Avenues in Pendleton. We cannot move this line to avoid the encroachment in Block 1 and still get a usable facility without going through the buildings of the Gas Company, which we would be very reluctant to do. I discussed this matter with Mr. Horstman of your office and asked him to process this through the Northern Pacific Company as soon as possible.

We are withdrawing this project from our advertisement of projects advertised for December 9 but wish to get it on at the earliest possible time. I wish to thank you for your advice that the easements have been favorably recommended to your management.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2925 NO. LARRABEE AVE.
PORTLAND 17, OREGON

November 17, 1960

File: D 9031-32-1

Mr. G. S. Paxson
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Your letter of October 24th regarding easement on Railroad property at Pendleton, Oregon, for one-way couplet at Frazer and Emigrant Avenue:

This has been favorably recommended to the Management, but I have been instructed to ascertain if your alignment could be modified to avoid encroachment on the easterly area in Block 1.

The reason for this is that our property in this block is jointly owned with the Northern Pacific and the easement would have to have their concurrence which would considerably further delay the matter.

Will you please consider and advise.

Yours truly,

GH Baker
G. H. Baker
Superintendent EAH

NOTED

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[illegible] 1 1960
FOR FILING

U-155(7)

5891

408 State Highway Building
Salem, Oregon

November 17, 1960

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project U-155(7)

We have today approved the P. S. and E. documents for Oregon Project U-155(7), S.E. 9th St. - S.W. 4th St. (Pendleton) Section of the Pendleton-John Day Highway in Umatilla County.

This is to authorize your advertising for bids.

Your attention is called to our letter of November 14, 1960, in connection with this project, regarding the item of permanent signing. Please note the final paragraph in which it is stated that, in the event you choose to include permanent signing as a non-bid item, our approval of the estimate will be with the understanding that the item will be non-participating.

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NOV 17 1960
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

U-155(7)

5891

November 16, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Right of Way Status
S. E. 9th Street-
S. E. 4th Street
(Pendleton) Section
Pendleton-John Day Highway
Umatilla County

Dear Sir:

Three files remain outstanding on this project—all under condemnation.

They are as follows:

No. 23707	Terjeson	$ 435.00
No. 23708	Seider	340.00
No. 31748	Cascade Gas Company	12,090.50
	Total	$12,865.50

The complaints will be filed on November 18, 1960.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:sg

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

NOTED
[illegible]

RECEIVED
NOV 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED
NOV 15 1960

FOR FILING
U-155(7)
5891

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 14, 1960

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon
Pendleton

SUBJECT: Oregon Project U-155(7)
S. E. 9th Street - S.W. 4th Street (Pendleton) Section

Reference is made to the engineer's estimate, dated Octover 28, 1960, submitted to this office with the plans and specifications for the above project.

Your attention is called to the item for permanent signing designated in the amount of $3,500.00. It is anticipated that you are proposing to use the money set up in this item to accomplish the permanent signing by an extra work order or by negotiating a price agreement with the contractor. It is the policy of this office to discourage such a practice, especially when this additional work is anticipated at the P.S. & E. stage and such work is highly susceptable to competative bidding.

Since the above permanent signing item fits this criteria it is our feeling that it should be either included as a bid item, deleted from the engineer's estimate or it could possibly be let as a separate contract at a future date.

If it is your preference to include the item in the estimate as a non-bid item, then our approval of the estimate will be with the understanding that the permanent signing item will be nonparticipating.

Porter

RECEIVED
NOV 14 1960
Office
STATE HIGHWAY ENGINEER

RECEIVED
DEC 28 1960

FOR FILING
U-155(7)
5891

U-155(7)

408 State Highway Building
Salem, Oregon

November 9, 1960

C O P Y

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
Salem, Oregon

Oregon Program — Federal-aid Urban Funds

The projects involving participation in Federal-aid Urban funds, as submitted with Mr. Porter's October 27, 1960 letter, were approved by our Regional office affective November 3, 1960.

This program, as approved, contains two Stage 2 projects (Items 108 and 109) involving construction only on 1.5 miles of roadway and bridges at a total estimated cost of $415,000 with Federal-aid urban funds reserved in the amount of $256,000. The unprogramed balance of these funds is $1,557,794 and your reimbursable obligation balance is $22,775,407. according to our records of this date.

The Stage 2 projects included in the above program are listed as follows:

Item No.	Project No.	Location	Proposed Work
5825 — 108	U-123(19)	3rd Street, Bend	Grading, Paving
109	U-155(7)	Se 9th St. - SW 4th St., Pendleton	Grading, Paving

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OCT 25 1960
FOR FILING

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October 24, 1960

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Emigrant Avenue-Frazer
Avenue One-way Couplet
Pendleton

Dear Sir:

Under date of July 27, 1960, I wrote you concerning easement or purchase of a small area at the corner of S. E. Third and Frazer Streets in Pendleton. I have received no answer from this letter.

This project is scheduled for the opening of bids on December 13, 1960 and is a project in which the City of Pendleton is vitally interested.

It would be appreciated if you would do anything you can to expedite consideration of the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ee

cc to: Mr. R. M. Brown
Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright

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OCT 3 - 1960
FORM E-30 50M 2-60 26119
FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 30, 1960

SUBJECT: Revised cooperative construction agreement
Emigrant Avenue-Frazer Avenue
One-way couplet
Pendleton-John Day Highway
City of Pendleton

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached are six copies of the above agreement, prepared in response to your request of September 28, 1960. County and City Relations sent us only one exhibit map which we have attached to our file copy, and we understand they will provide the exhibit maps for your copies.

Frank C. McKenney
FRANK C. McKINNEY
Chief, Office Section

FCMc:bjk
Attachments (6)
cc: L. I. Lindas

RECEIVED
OCT 3 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Noted
L. I. Lindas

RECEIVED
OCT 3 - 1960
FOR FILING

5891

Salem, Oregon
September 28, 1960

Mr. L. I. Lindas
Chief Counsel
OFFICE

Cooperative Construction Agreement:
Emigrant Avenue-Frazer Avenue
One-way Couplet,
Pendleton-John Day Highway
City of Pendleton

Attached is a revised draft of an agreement covering the subject project. Will you please prepare six copies of the agreement in addition to any required by your division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: V. D. Wolfe
C. G. Swenson

AGREEMENT DRAFT, 9/27/60 Revision

THIS AGREEMENT, made and entered into this ___ day of ______, 1960, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF PENDLETON, a municipal corporation, acting by and through its city officials, hereinafter called "City";

WITNESSETH:

RECITALS:

1. That certain highway which has been designated as the Pendleton-John Day Highway, State Primary No. 28, is a state highway under the jurisdiction and control of the State Highway Commission and is routed through the corporate limits of the City of Pendleton over and along SW and SE Emigrant Avenue.

2. For the purpose of furthering the development of a highway system adapted to the needs of the people of the State of Oregon and for promotion of the safe and expeditious flow of traffic, State and City plan and propose to construct a one-way couplet over sections of SW and SE Emigrant Avenue and SW and SE Frazer Avenue, with connections between SW Emigrant Avenue and SW Frazer Avenue on SW 4th Street and SE 9th Street. To this end State and City plan and propose to designate said section of SW and SE Frazer Avenue together with said connections on SW 4th Street and SE 9th Street as a part of the Pendleton-John Day Highway, State Primary No. 28; to designate said sections of SW and SE Emigrant Avenue, SW and SE Frazer Avenue, SW 4th Street, and SE 9th Street as one-way streets; to provide for the installation of traffic signals; and to provide for parking restrictions upon certain sections of said one-way couplet.

Hereinafter all acts necessary to effectively accomplish this end shall be referred to as "project."

3. Pursuant to ORS 373.010 and 373.020, State may designate the streets over which state highways are routed through the corporate limits of cities and jurisdiction and control of these streets vests in the State from curb to curb, or where there are no curbs, over that portion utilized by State.

4. Pursuant to ORS 366.775 and ORS 373.030, State and City may enter into agreements for the construction, reconstruction, improvement, or repair of any road, highway, or street upon terms and conditions agreed to by the contracting parties; and State may, with consent of City, change the grade of any street, highway, or road over which state highway traffic is routed.

5. Pursuant to ORS 483.043, City may, with the written consent of State, designate as one-way streets any street within its corporate limits which is under the jurisdiction of State.

6. Pursuant to ORS 483.040, the Highway Commission is authorized and directed to provide a uniform system of marking and signing state highway routes and to erect traffic control signals on state highways at such places as the commission deems necessary for the safe and expeditious control of traffic.

7. Pursuant to such authority, State and City propose to enter into this cooperative agreement for the purpose of completing said project.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE:

1. State shall prepare the plans, obtain all necessary right of way by purchase or otherwise, let and award all contracts, and supervise construction of said project. Attached hereto, marked Exhibit "A," and by this reference made a part hereof, is a map showing colored in red the proposed one-way couplet upon which said project is to be completed.

2. State shall, without cost to City, relocate or cause to be relocated, existing PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and other such facilities which are located on PRIVATE PROPERTY and which it will be necessary to relocate to conform to the plans for said project.

3. State, upon receipt from City of an itemized statement, shall reimburse City the actual cost incurred by City in relocating or causing to be relocated, including any extension thereof, existing CITY OWNED utility conduits, lines, poles, mains, pipes, and other such facilities which it will be necessary to relocate or extend because of said project, whether said CITY OWNED utilities are located on PUBLIC or PRIVATE PROPERTY. State shall likewise reimburse [redacted] City for the cost incurred by City for any additional conduits, lines, poles, mains, pipes, and valves that are necessary in order to extend any of the said existing city utilities or facilities, located within said city limits, to conform to the plans of said project.

4. State shall install interconnected traffic signals of the fixed-time type with far overhead vehicular indications and corner WAIT-WALK pedestrian indications at the intersection of Frazer Avenue and S. Main Street.

5. State, by execution of this agreement, consents to City designating as one-way streets those streets described in paragraph 8 under THINGS TO BE DONE BY CITY.

6. State shall make and sign the route of the Pendleton-John Day Highway in the City of Pendleton.

THINGS TO BE DONE BY CITY:

1. City, by execution of this agreement, approves the plans attached hereto, marked Exhibit "A," including all of the provisions as set forth under THINGS TO BE DONE BY STATE.

2. City, upon request by State, shall relocate, or cause to be relocated and extended if necessary, existing CITY OWNED utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature required to be relocated or extended to conform to the plans of said project. City will be reimbursed by State as set forth in paragraph 3 under THINGS TO BE DONE BY STATE.

3. City shall, upon request by State and without cost to State, relocate, or cause to be relocated, existing PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature which are located within any PUBLIC STREET or WAY, and which are required to be relocated to conform to the plans of said project. To this end City shall exercise all its municipal powers, including its legislative power, to require the relocation of such utilities or facilities.

4. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2), to any and all changes of grade, if any there be, in connection with or arising out of the proposed project. City shall save and hold harmless the State of

Oregon, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040.

5. City shall deposit with State, at the time of execution of this agreement, in check or warrant form, the sum of $35,750 made payable to the Oregon State Highway Commission, which sum is to be expended for the costs of this project; it being understood that the City shall not be required to make any further monetary contributions to State for the proposed project.

6. City, after completion of said project, shall maintain and operate said traffic signals covered in this agreement at its own expense and shall pay for all electrical energy consumed.

7. City shall make no change in the timing of said traffic signals without the prior written approval of the State.

8. City shall enact and enforce an ordinance or resolution, as the case may be, designating the following-described streets as one-way streets:

a. SE and SW Emigrant Avenue westbound from SE 9th Street to SW 4th Street.

b. SW and SE Frazer Avenue eastbound from SW 4th Street to SE 9th Street.

c. SE 9th Street northbound from SE Frazer Avenue to SE Emigrant Avenue.

d. SW 4th Street southbound from SW Emigrant Avenue to SW Frazer Avenue.

9. City shall enact and enforce, or keep in effect and enforce, the necessary ordinances or resolutions, as the case may be, prohibiting parking on the following streets at the following locations:

a. On both sides of SW Emigrant Avenue between SW 5th and SW 4th Streets.

b. On both sides of SW 4th Street between SW Emigrant and SW Frazer Avenues.

c. On both sides of SW Frazer Avenue between SW 4th and a presently vacated street formerly known as SW 3rd Street.

d. On the south side of SW Frazer Avenue from said vacated SW 3rd to S. Main Street.

e. On the south side of SW Frazer Avenue from S. Main Street to SE 3rd Street.

f. On both sides of the Frazer Avenue Connection from SE 3rd Street and SE Frazer Avenue between SE 3rd and SE 4th Streets.

g. On both sides of SE Frazer Avenue from SE 7th to SE 9th Streets.

h. On both sides of SE Emigrant Avenue from the intersection of SE 9th Street to a point 130 feet east of the east property line of SE 9th Street.

i. On the west side of SE 9th Street from the north property line of SE Frazer Avenue to a point 50 feet northerly thereof.

j. On both sides of SE 9th Street from the south property line of SE Emigrant Avenue to a point 50 feet southerly thereof.

k. On the south side of SE Emigrant Avenue from the west property line of SE 9th Street to a point 20 feet westerly thereof.

10. City shall enact and enforce an ordinance or resolution, as the case may be, permitting parallel parking only on the north side of SE Frazer Avenue from S. Main Street to SE Third Street.

11. If, upon completion of said project, it becomes necessary to widen or improve SW and SE Frazer Avenue, including but not limited to the construction of curbs or sidewalks, said work shall be done at the sole cost of City.

12. It is expressly understood and agreed that City shall have full jurisdiction and control over those portions of the right of way, including sidewalks, outside the curb lines of the streets described in paragraph 8 of THINGS TO BE DONE BY CITY, and furthermore, it is understood that said portions of the right of way, including sidewalks, shall be repaired and maintained by City. If, upon completion of said project, the construction of additional sidewalks or reconstruction of existing sidewalks becomes necessary along said streets, said construction or reconstruction of said sidewalks, and the maintenance thereof, shall be the obligation of City.

13. City recognizes that the sections of SW and SE Frazer Street, SE 9th Street, and SW 4th Street as described in paragraph 8 of THINGS TO BE DONE BY CITY shall be designated by State as a part of said Pendleton-John Day Highway, State Primary No. 28.

14. City shall enact and enforce, or keep in effect and enforce, the necessary ordinances or resolutions, as the case may be, establishing as through stop streets all portions of existing and

future streets that are to become a part of the said Pendleton-John Day Highway, State Primary No. 28, under the provisions of this agreement.

15. City shall pass an ordinance or resolution as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

GENERAL PROVISIONS:

1. It is agreed by and between the parties hereto that the cost of replacing any of the traffic signal equipment installed under the provisions of this agreement shall be shared on a basis of fifty per cent (50%) being paid by City and fifty per cent (50%) being paid by State, providing, however, that this provision shall not apply in the event that no state highway is routed through the intersection of Frazer Avenue and S. Main Street at the time the replacement of said equipment is accomplished.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year first above written.

ATTEST:

____
Secretary

APPROVED:

____
Asst. State Hwy. Engineer

APPROVED AS TO FORM:

____
Chief Counsel

ATTEST:

____

STATE OF OREGON, by and through
its State Highway Commission

By______________________________
Chairman

By______________________________
Commissioner

By______________________________
Commissioner

CITY OF PENDLETON, a municipal
corporation, by and through its
city officials

By______________________________
Mayor

By______________________________
Recorder

R

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SEP [illegible] 1960
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1960

5891

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Cooperative Construction Agreement:
Emigrant Avenue-Frazer Avenue
One-way Couplet,
Pendleton-John Day Highway
City of Pendleton

Attached for transmittal to the Legal Division is a revised draft of an agreement covering the subject project.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

cc: V. D. Wolfe

APPROVED
D J Barber
Asst. Const. Engr.

NOTED

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FOR FILING

5891

Salem, Oregon
September 12, 1960

Mr. C. G. Swenson
County-City Relations Engineer
Building

Emigrant Avenue-Frazer Avenue
(couplet) Section
Pendleton-John Day Highway

Will you please take the necessary steps to revamp our agreement with the City of Pendleton to conform to my letter of September 2 to Mr. Andrew J. Browning, City Manager of Pendleton.

Attached is a photo copy of Mr. Browning's letter to me, dated September 9, as the City's authorization for this change. You were the recipient of a copy of my letter to Mr. Browning.

Victor D. Wolfe
Administrative Assistant

VDW:mm
attach.

cc: Mr. Williams
Mr. Cooper
Mr. Paxson
Mr. Lindas

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FOR FILING

5891

September 12, 1960

Mr. Andrew J. Browning
City Manager
City of Pendleton
Pendleton, Oregon

Dear Mr. Browning:

This is to advise you that I have instructed our County-City Relations people to revamp our proposed agreement on the Emigrant Avenue-Fraser Avenue (couplet) Section of the Pendleton-John Day Highway per my letter of September 2 addressed to you, verified by your letter of September 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

[redacted]

cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. L. I. Lindas
Mr. C. G. Swenson

THE CITY OF PENDLETON

TELEPHONE 3640

OFFICE OF
The City Manager

Pendleton, Oregon

September 9, 1960

Mr. Victor D. Wolfe
Administrative Assistant
State Highway Department
Salem, Oregon

Dear Vic:

In reply to your letter of September 2, 1960, I discussed the change in paragraph 5 under Things To Be Done By City with Mr. Swenson by telephone this date.

After discussing this change with the City Attorney, we have agreed that the change should be made to read as follows: "The City shall deposit with the State, at the time of the execution of this agreement, in check or warrant form, the sum of $35,750, made payable to the Oregon State Highway Commission, which sum is to be expended for the costs of this project; it being understood that the City shall not be required to make any further monetary contribution to the State for the proposed project."

We also understand that this will necessitate some changes in other paragraphs of the agreement to conform to the change in paragraph 5. I am indeed sorry that this change is necessary because of charter limitations, and as I had explained to Mr. Swenson, I felt that we would be much better off from a monetary stand point with the previous provision of 25% participation.

Your cooperation in this matter is greatly appreciated.

Sincerely yours,

Andrew J. Browning
Andrew J. Browning
City Manager

dpm

NOTED
V. D. WOLFE

RECEIVED
SEP 12 1960
OREGON
STATE HIGHWAY COMMISSION

The World's Round-Up City

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SEP - 1960
FOR FILING

5891

September 2, 1960

Mr. Andrew J. Browning
City Manager
City Hall
Pendleton, Oregon

Dear Mr. Browning:

This is in reply to your letter of August 26, addressed to Mr. C. G. Swanson, regarding the co-operative construction agreement covering the Emigrant Avenue-Frazer Avenue (couplet) section of the Pendleton-John Day Highway.

The State Highway Commission has adopted a policy in those instances of co-operative construction agreements where the City demands a maximum city-participation guarantee to set a sum which the City deposits with the Oregon State Highway Commission, said sum then becomes the City's participation regardless of the cost of the project.

In conformance with this policy we will consider the City's participation on this project in the amount of $35,750. As you are aware, this is an increase over the previously discussed $34,000, to cover the City's share of the additional widening between South Main and Southeast Third Street at an estimated cost of $7,300. We then would change Paragraph 5 under "Things To Be Done By the City" to read as follows:

> "The City shall deposit with the State, at the time of the execution of this agreement, in check or warrant form, the sum of Thirty-five Thousand Seven Hundred Fifty and No/100 ($35,750) Dollars, made payable to the Oregon State Highway Commission, which sum is to be expended for the costs of this project; it being understood that the City shall not be required to make any further monetary contribution to the State for the proposed project.

This would necessitate changes in other paragraphs of the agreement to conform to the above.

Would you please discuss this with your city attorney and City Council and advise if it is their desire to handle the City's participation in this manner. In case this should not be the City's desire, we would propose no changes in the agreement as previously submitted to you excepting, of course, correcting the typographical error mentioned in your letter.

It would be greatly appreciated if you could advise us regarding this matter at your earliest convenience.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mm
cc: W. C. Williams
Forrest Cooper
G. S. Paxson
L. I. Lindas
C. G. Swenson

8/31/60
Letter Draft (CGS:mm)

Prepare cc's for:
W. C. Williams
Forrest Cooper
G. S. Paxson
L. I. Lindas
Victor Wolfe
C. G. Swenson

Mr. Andrew J. Browning
City Manager
City Hall
Pendleton, Oregon

Dear Mr. Browning:

This is in reply to your letter of August 26 to Mr. Swenson regarding the cooperative construction agreement covering the Emigrant Avenue-Frazer Avenue (Couplet) Section of the Pendleton-John Day Highway.

We would consider making a top limit of the City's participation on this project in the amount of $35,750. In this case we would change paragraph 5 under "Things to Be Done by City" to read as follows:

"The City shall deposit with the State, at the time of the execution of this agreement, in check or warrant form, the sum of Thirty-five Thousand Seven Hundred Fifty and No/100 ($35,750) Dollars, made payable to the Oregon State Highway Commission, which sum is to be expended for the costs of this project; it being understood that the City shall not be required to make any further monetary contribution to the State for the proposed project."

This would necessitate changes in other paragraphs of the agreement to conform to the above.

Would you please discuss this with your city attorney and City Council and advise if it is their desire to handle the City's participation in this manner. In case this should not be the City's desire, we would propose no changes in the agreement as previously submitted to you excepting, of course, correcting the typographical error mentioned in your letter.

It would be greatly appreciated if you could advise us regarding this matter at your earliest convenience.

Very truly yours,

cc:

Letter Draft
CGS:mm

8/31/60

FORM E-20X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1960

SUBJECT: Cooperative Construction Agreement
Emigrant Avenue-Frazer Avenue (Couplet)
Pendleton-John Day Highway
City of Pendleton

To: Mr. Victor Wolfe
Administrative Assistant
OFFICE

Attached is a copy of a letter from Mr. Browning, City Manager of Pendleton, concerning the above subject. Also attached is a rough draft of a suggested reply to the letter.

I have discussed this with Mr. Lindas, and he informed me that the city attorney of Pendleton has never contacted him regarding their proposed changes.

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

RECEIVED
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OFFICE OF
STATE HIGHWAY ENGINEER

THE CITY OF PENDLETON

OFFICE OF
THE CITY MANAGER

P. O. Box 397
PENDLETON, OREGON

August 26, 1960

Mr. C. G. Swenson
County-City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Swenson:

In accordance with our telephone conversation of August 25, 1960, I am enclosing the two copies of the agreement between the State of Oregon and the City of Pendleton on the proposed one-way couplet on S.W. and S.E. Emigrant, and S.E. and S.W. Frazer Avenues.

As we had discussed, the City Attorney has requested that, in accordance with the legal provisions of the city charter, the wording in Section 5, of Things to Be Done By State, be revised to include the provision "that the share to be paid by the city shall not exceed $34,000". Also, Section 5, paragraph c, of Things to Be Done By City should include this same provision. Section 9, paragraph e, of Things to Be Done By City, should be changed to indicate S.E. Frazer in lieu of S.W. Frazer. These new provisions and the correction have been noted in one copy of the agreement.

The City Attorney has previously discussed the basis for the first and second items with the Commission legal counsel, and I am sure he is well informed on the reasons for the requested changes.

Your cooperation in this matter is greatly appreciated.

Sincerely yours,

Andrew J. Browning

Andrew J. Browning
City Manager

dpm

The World's Round-Up City

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Salem, Oregon
August 16, 1960

Mr. C. G. Swenson

Herewith draft of the agreement for the Emigrant and Frazer couplet in Pendleton.

The alignment as shown on Exhibit A is not quite correct at the intersection of S. E. Frazer and S. E. Third, as they are now proposing to take right of way off of the southwest corner of this intersection.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

FORM E-90 25M 9-51 53318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1960

SUBJECT: One-way couplet agreement
Emigrant & Frazer Avenues
Pendleton-John Day Highway
City of Pendleton

To: Mr. G. S. Paxson
Assistant Highway Engineer
OFFICE

Attached hereto are six copies of the above agreement prepared in response to your request of June 10, 1960. It is understood County and City Relations will furnish the four additional exhibit maps.

Extra copies of the agreement are available.

Leonard W. Pearlman
LEONARD W. PEARLMAN
Staff Attorney

LWP:bjk
Attachments
cc: L. I. Lindas

RECEIVED
AUG 16 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
UG 9 - 1960
FOR FILING

589

4a-3
7/7/60

August 3, 1960

Hon. Norman G. Gorfkle
Mayor of Pendleton
City Hall
Pendleton, Oregon

Dear Mayor Gorfkle:

On July 25 we sent to you a copy of the survey adopted by the Highway Commission on July 7 covering the Emigrant Avenue-Frazer Avenue Couplet Section of the Pendleton-John Day Highway.

In connection with the adoption of the survey consideration was also given to the widening of Frazer Avenue between South Main Street and S. E. Third Street at an estimated cost of $7,800, bringing the total cost of the project to $143,000, or $107,250 as the State's share and $35,750 as the City's share. In addition, the Commission considered installation of traffic signals on the Court-Dorian Couplet Section of the Old Oregon Trail in Pendleton. This project was estimated to cost $40,000, the cost of installation to be shared equally by the State and City with the understanding that the City will provide electrical energy and maintain the signals after installation. The Commission approved both of these projects.

An agreement covering the details is being prepared and will be sent to you in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

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JUN 29 1960
FOR FILING

Item 4 G (3)
July 7, 1960

Ref - Thruway
~~Non access~~
No Access Control

June 28, 1960

Oregon State Highway Commission

Gentlemen:

The survey of the Emigrant Street-Frazer Avenue Couplet Section of Highway 395 in Pendleton has been completed and a hearing has been conducted by Mr. Fridley on this relocation. A transcript of this hearing is being furnished to you with this letter along with a map covering the section.

While there was some individual opposition, the preponderance of statements made by individuals favored the project. This project also has the approval of the city officials of Pendleton. There was some objection to eliminating widening between South Main Street and Southeast Third Street on Frazer Avenue to permit parallel parking on the north side of Frazer Avenue.

It would appear that the best solution to this matter would be to incorporate this widening in the project which would increase the cost $7,800. This would make the total cost of the project $143,000, the State's share being $107,250 and the City's share $35,750.

In addition to the above, traffic lights will be needed which are estimated to cost $40,000, to be shared 50-50 by the State and City, with the City operating and maintaining the lights after installation.

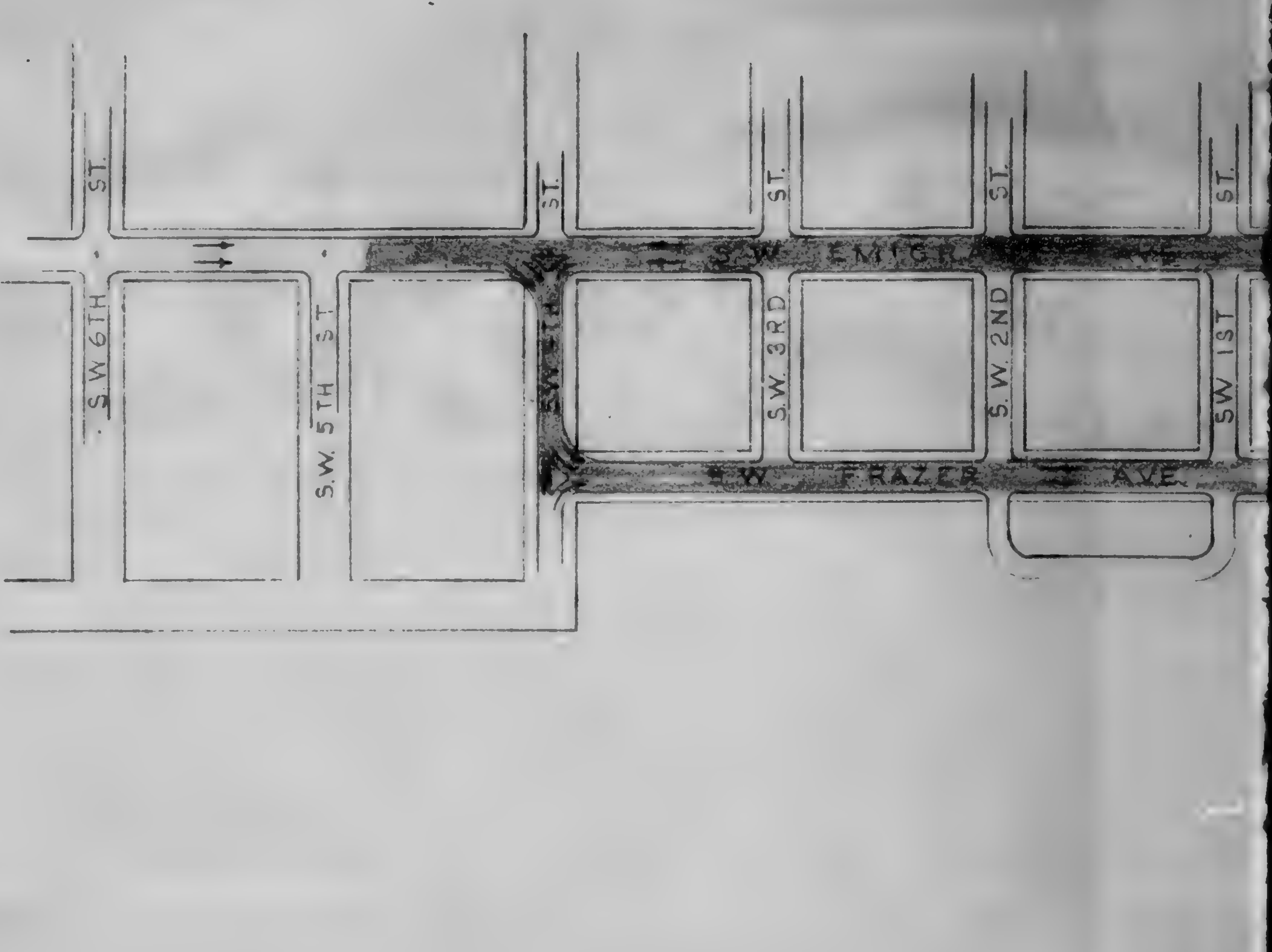
It is my recommendation that you approve this project and grant authority for the acquisition of the necessary rights of way after suitable agreement has been entered into with the City of Pendleton.

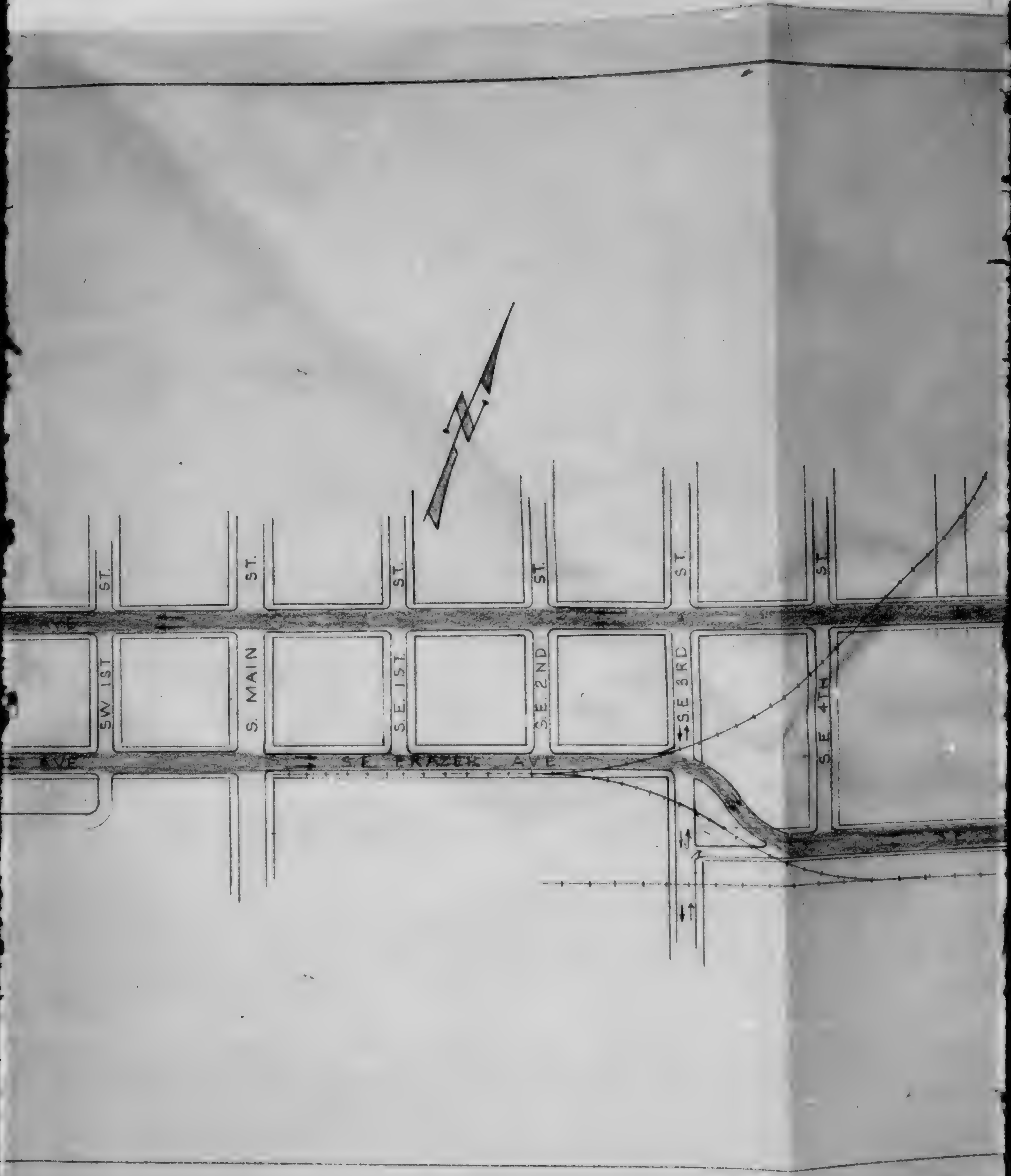
This matter will be on the agenda for your consideration at the July 7-8 meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

Encl.
cc Mr. Victor D. Wolfe
Mr. Tom Edwards
Mr. C. G. Swenson
Mr. Walter T. Wright
VDW:ms fn


S.W. 6TH ST.
S.W. 5TH ST.
SW [illegible]TH ST.
S.W. 3RD ST.
S.W. 2ND ST.
SW 1ST ST.
S.W. EMIGRA
S.W. FRAZER AVE.


ST.
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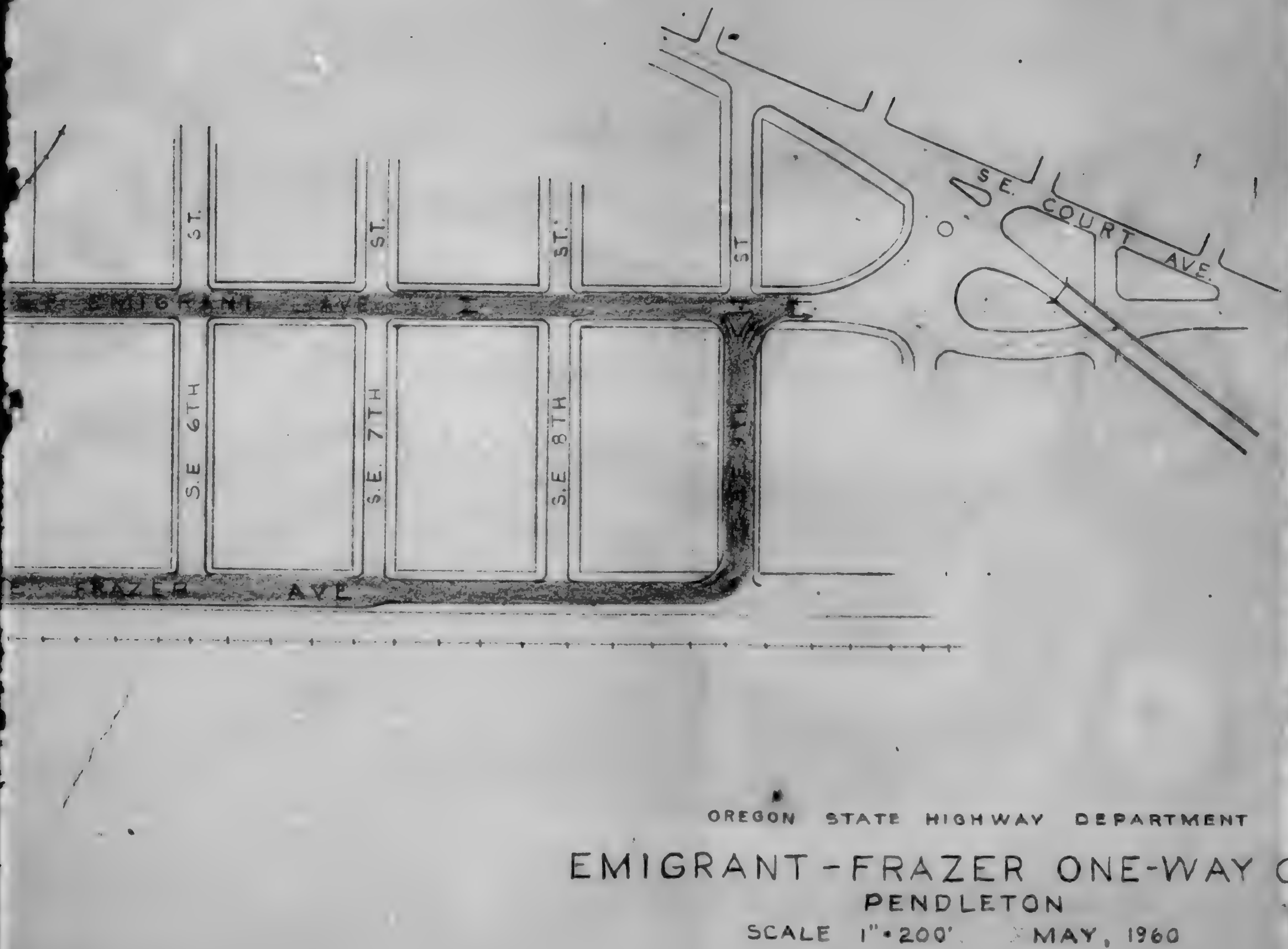
SW 1ST
S. MAIN
S.E. 1ST
S.E. 2ND
S.E. 3RD
S.E. 4TH
AVE
S.E. FRAZER AVE

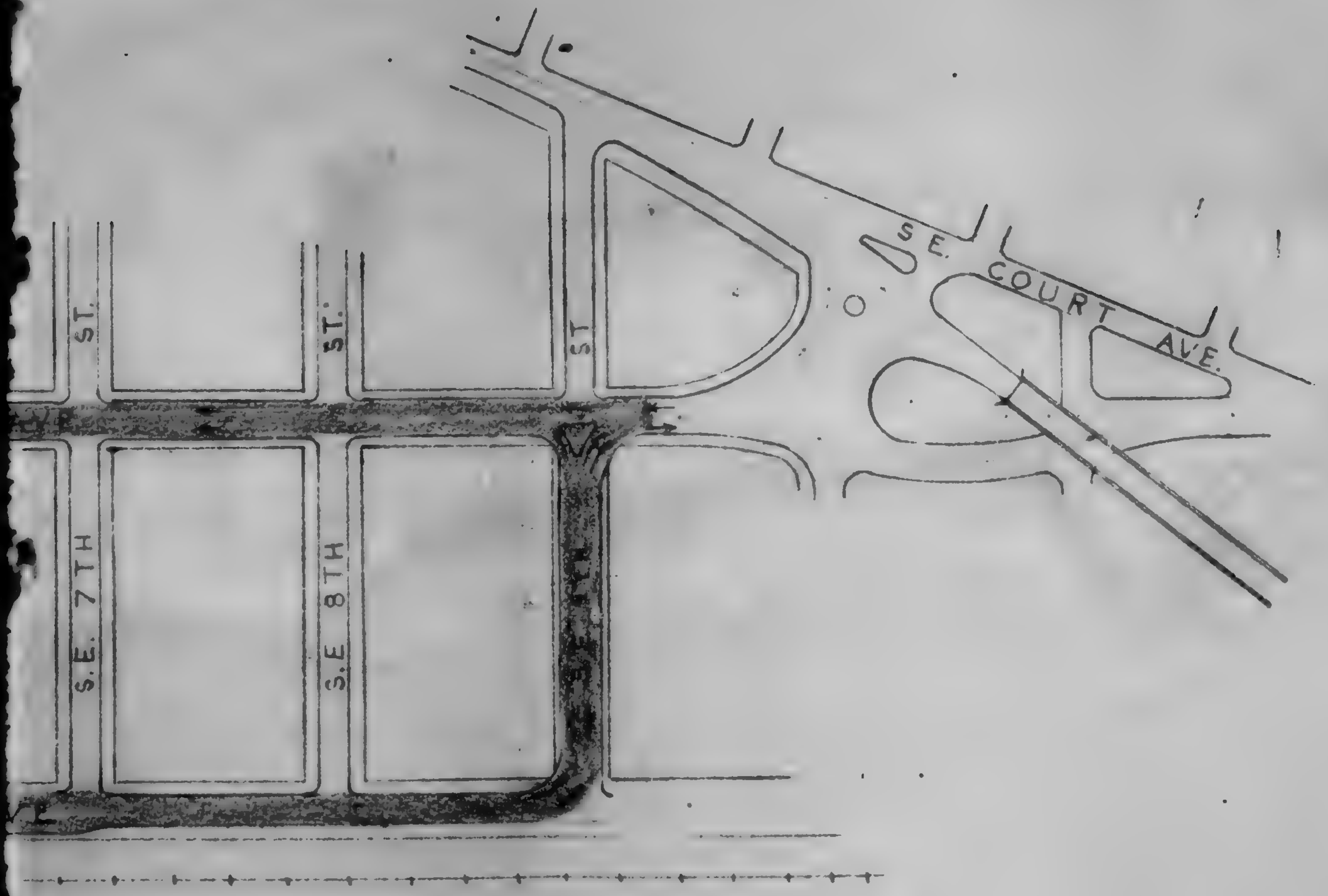


OREGON STATE HIGHWAY DEPARTMENT

EMIGRANT - FRAZER ONE-WAY C

PENDLETON

SCALE 1" = 200'   MAY, 1960



OREGON STATE HIGHWAY DEPARTMENT

EMIGRANT-FRAZER ONE-WAY COUPLET

PENDLETON

SCALE 1" = 200'　　MAY, 1960

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JUL 28 1960
FOR FILING

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July 27, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

The State, in cooperation with the City of Pendleton, proposes to improve Frazer Street in Pendleton as part of a one-way couplet. Frazer Street will be the eastbound route and Emigrant Street the westbound route.

At S. E. Third Street Frazer Street is offset approximately 90 feet, and it is proposed that this offset be smoothed out by a diagonal connection. I am enclosing a print from the vicinity map of this area. In order to make the connection, we will need either an easement or a sale of a small triangle of property lying at the southwest corner of the intersection of S. E. Third and Frazer, and also a minor easement across the northerly edge of the small triangle which you own in the block just to the east. I have shown these two areas in color upon the map which is enclosed.

Will you please consider this matter and advise as to whether an easement or a sale would be best for your company.

Very truly yours,

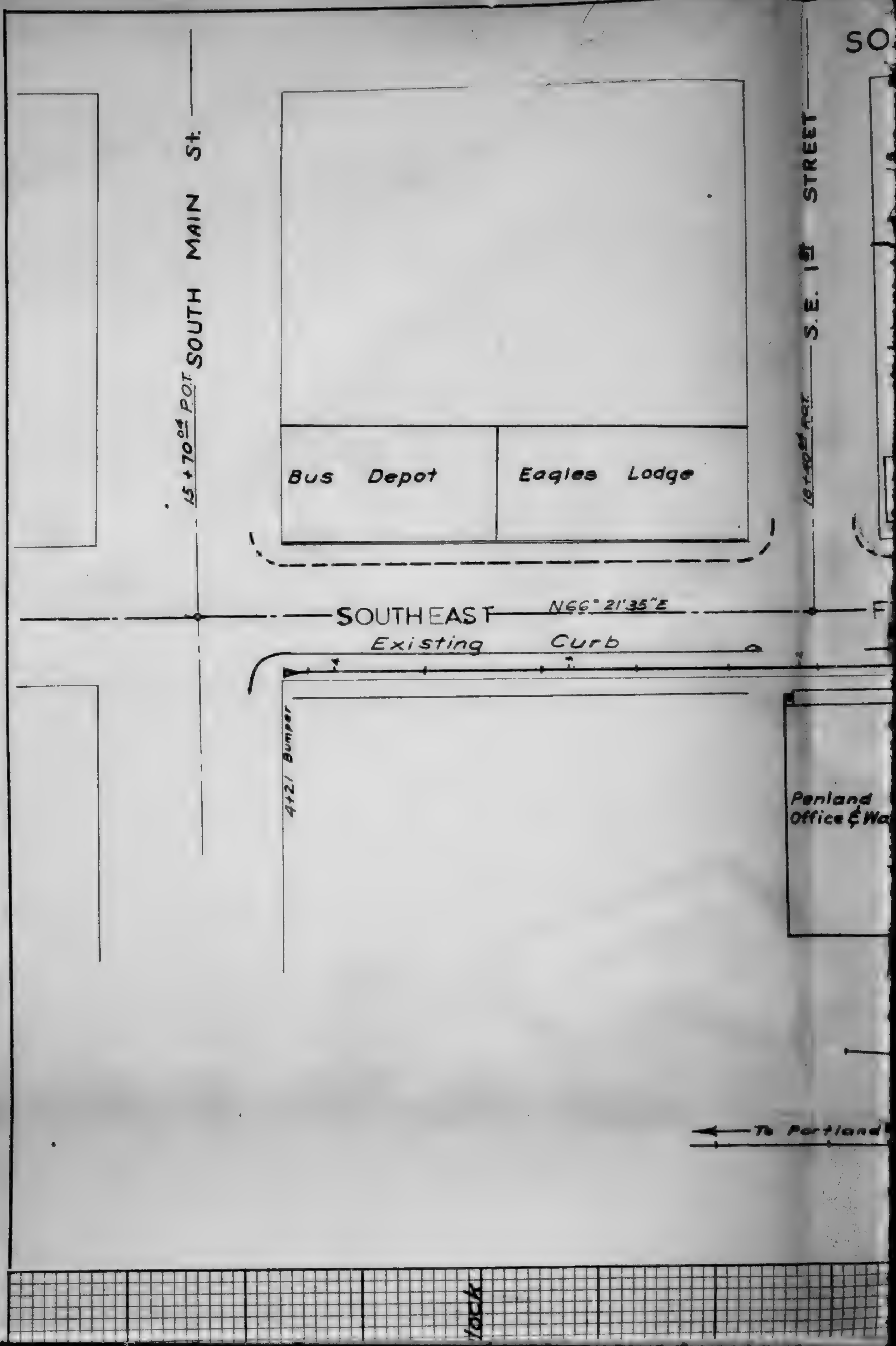
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

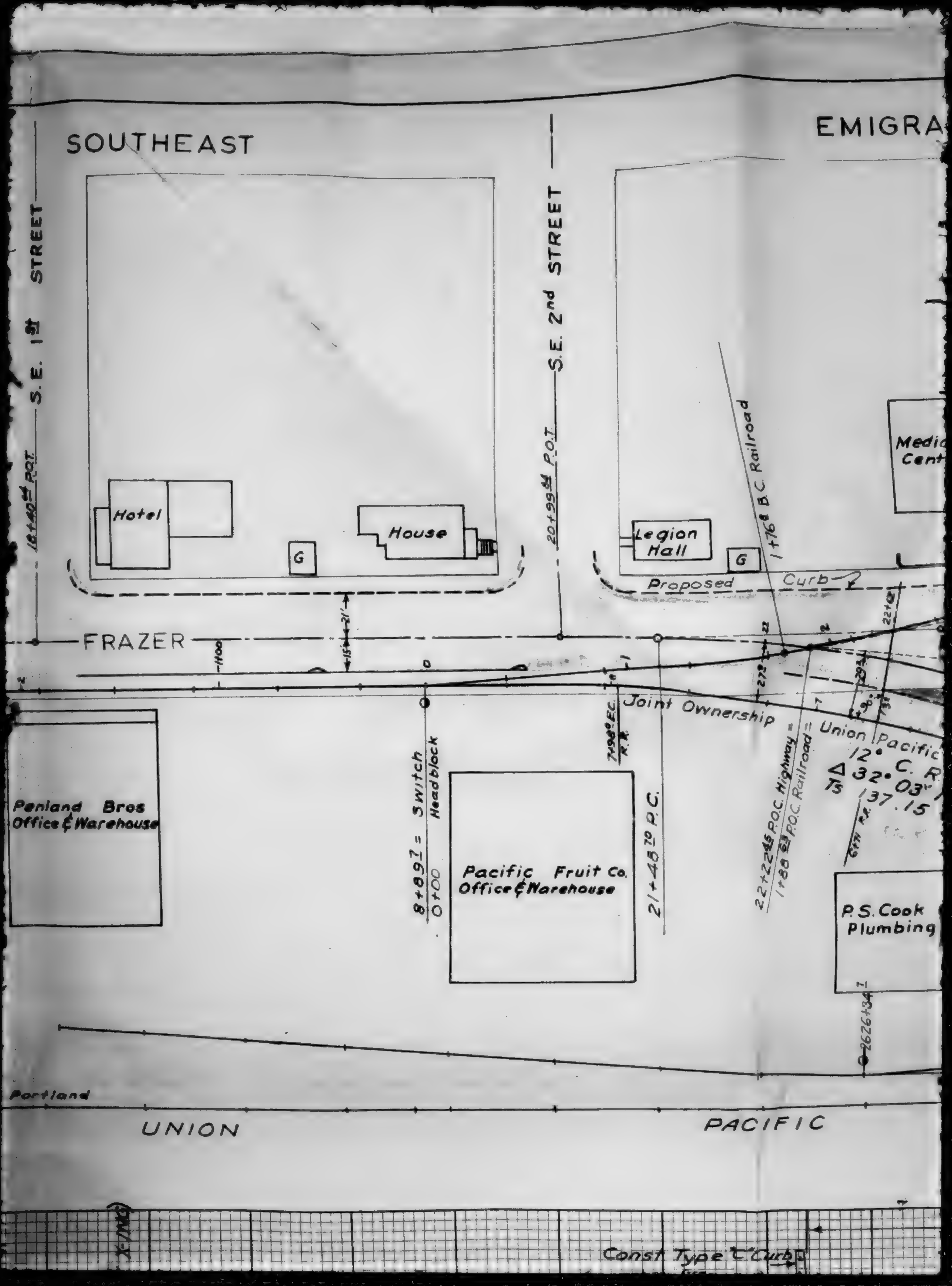
cc to: Mr. R. M. Brown
Mr. W. C. Williams
Mr. Tom Edwards



FINAL SURVEY

	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

NOTE BOOK
NO.


SOUTHEAST
EMIGRA
S.E. 1st STREET
18+40± P.O.T.
S.E. 2nd STREET
20+99± P.O.T.
Hotel
House
G
Legion Hall
G
Medic Cent
1+76± B.C. Railroad
Proposed Curb
21'
15'
FRAZER
-1100
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-1
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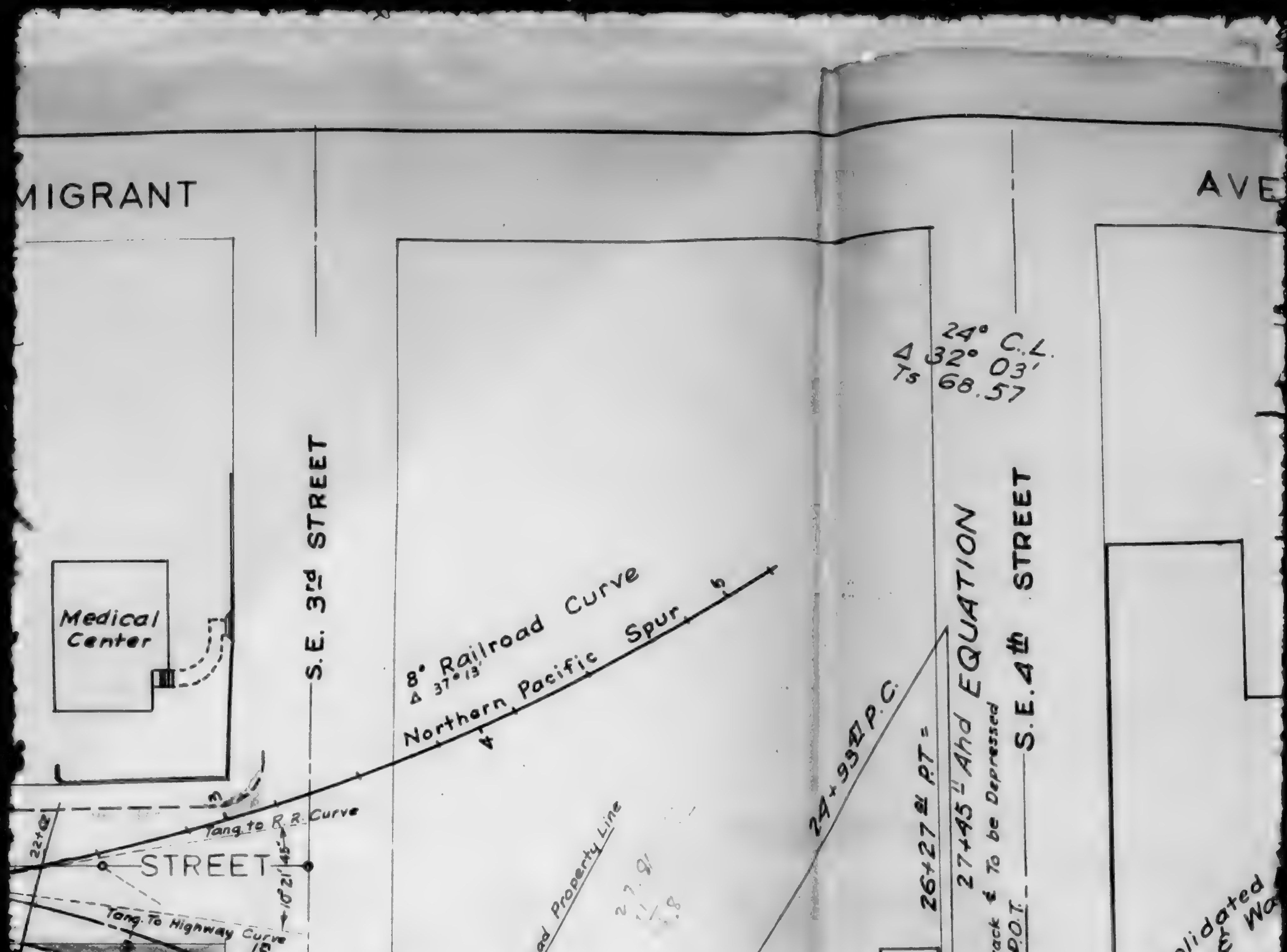
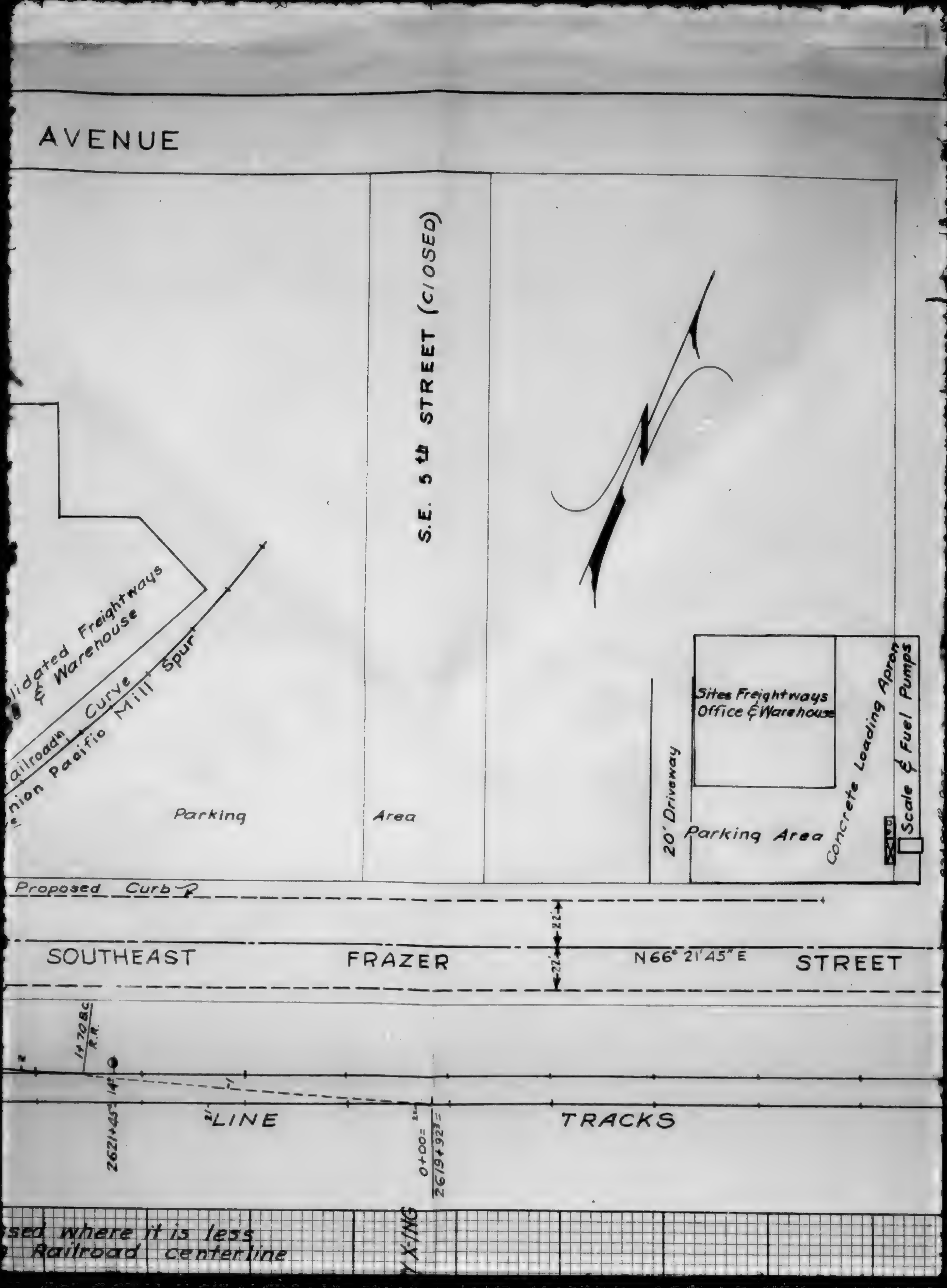
22
2
272
22+00
Joint Ownership
Union Pacific
12° C. R
Δ 32° 03'
T/S 137.15
7+98± E.C. R.R.
Penland Bros Office & Warehouse
8+89± = Switch Headblock
0+00
Pacific Fruit Co. Office & Warehouse
21+48± P.C.
22+22± P.O.C. Highway = 1+88± P.O.C. Railroad
P.S. Cook Plumbing
2626+34±
Portland
UNION
PACIFIC
X-1143
Const Type "C" Curb



VICINITY MAP
Scale: 1 Inch = 50'


AVENUE
S.E. 5th STREET (CLOSED)
lidated Freightways
& Warehouse
Railroad Curve
nion Pacific Mill Spur
Parking
Area
Sites Freightways Office & Warehouse
20' Driveway
Parking Area
Concrete Loading Apron
Scale & Fuel Pumps
Proposed Curb
22'
22'
SOUTHEAST
FRAZER
N66° 21'45" E
STREET
14+70 BC R.R.
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2621+45±
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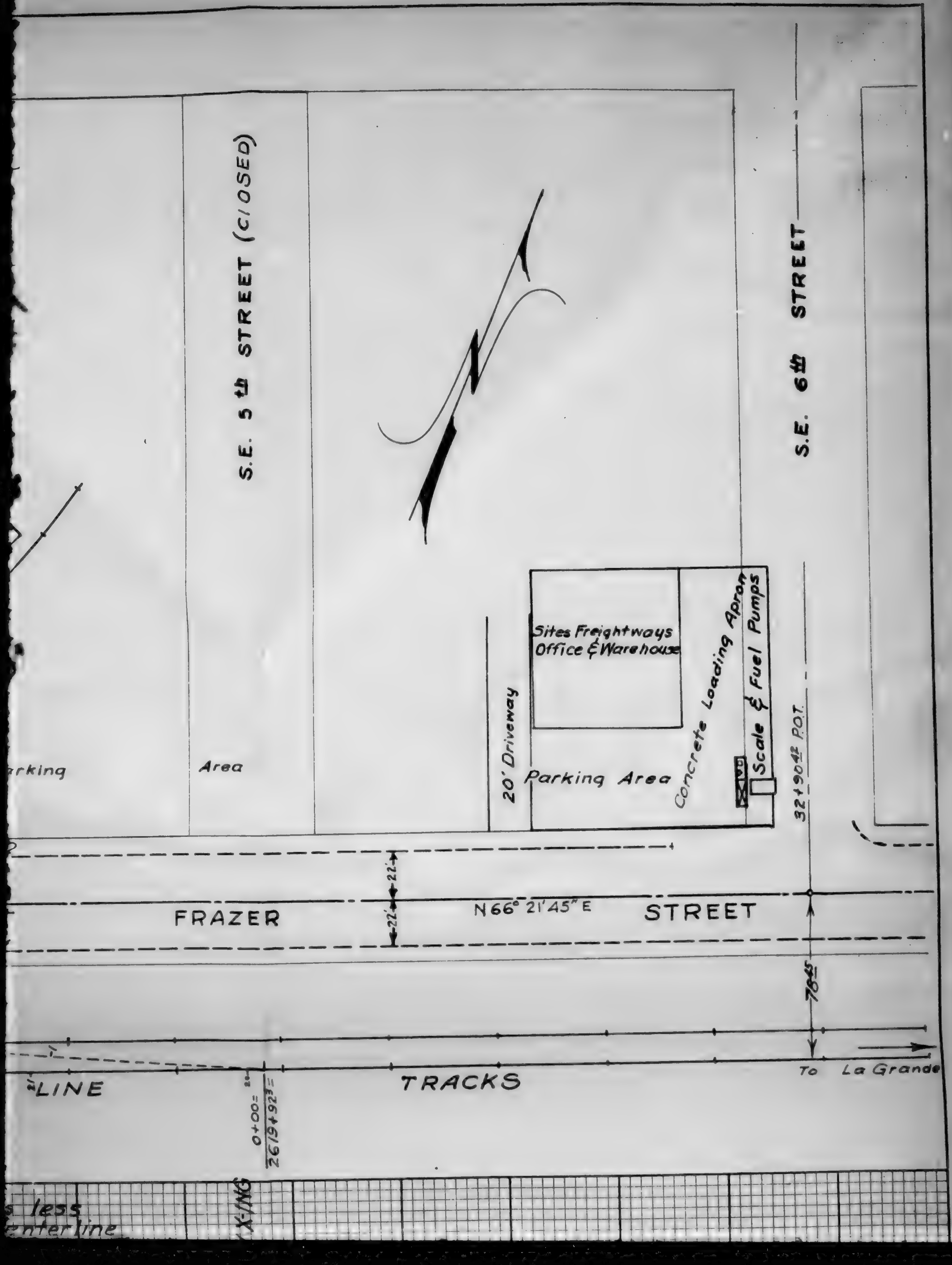
X-ING
sed where it is less
Railroad centerline


S.E. 5th STREET (CLOSED)
S.E. 6th STREET
Sites Freightways Office & Warehouse
Concrete Loading Apron
Scale & Fuel Pumps
20' Driveway
Parking Area
arking
Area
32+90± P.O.T.
22'
22'
FRAZER
N66° 21'45" E
STREET
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LINE
TRACKS
0+00=
2619+92.3=
To La Grande
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enterline
X-ING

ORIGINAL SURVEY
NOTE BOOK
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SURVEYED
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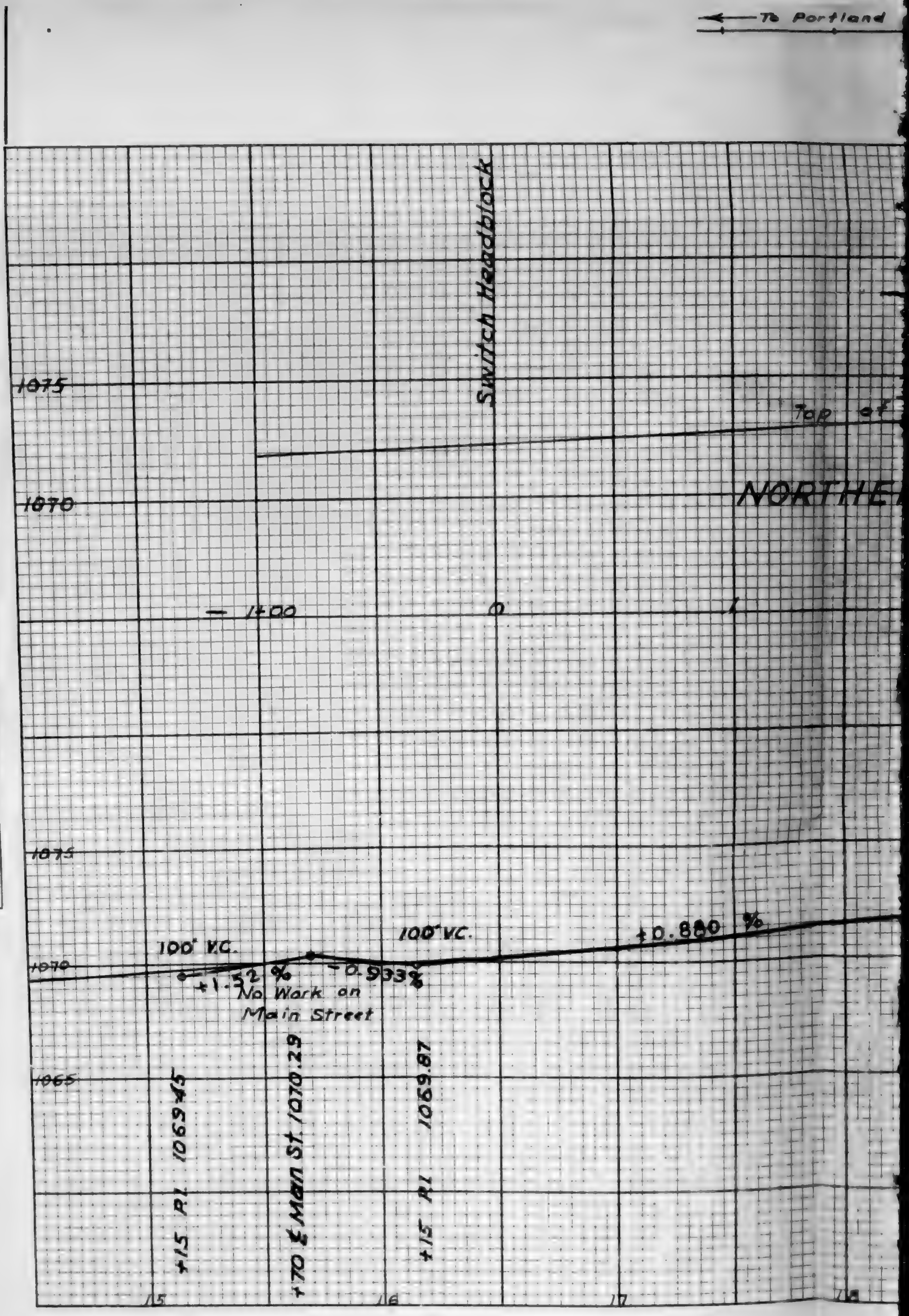
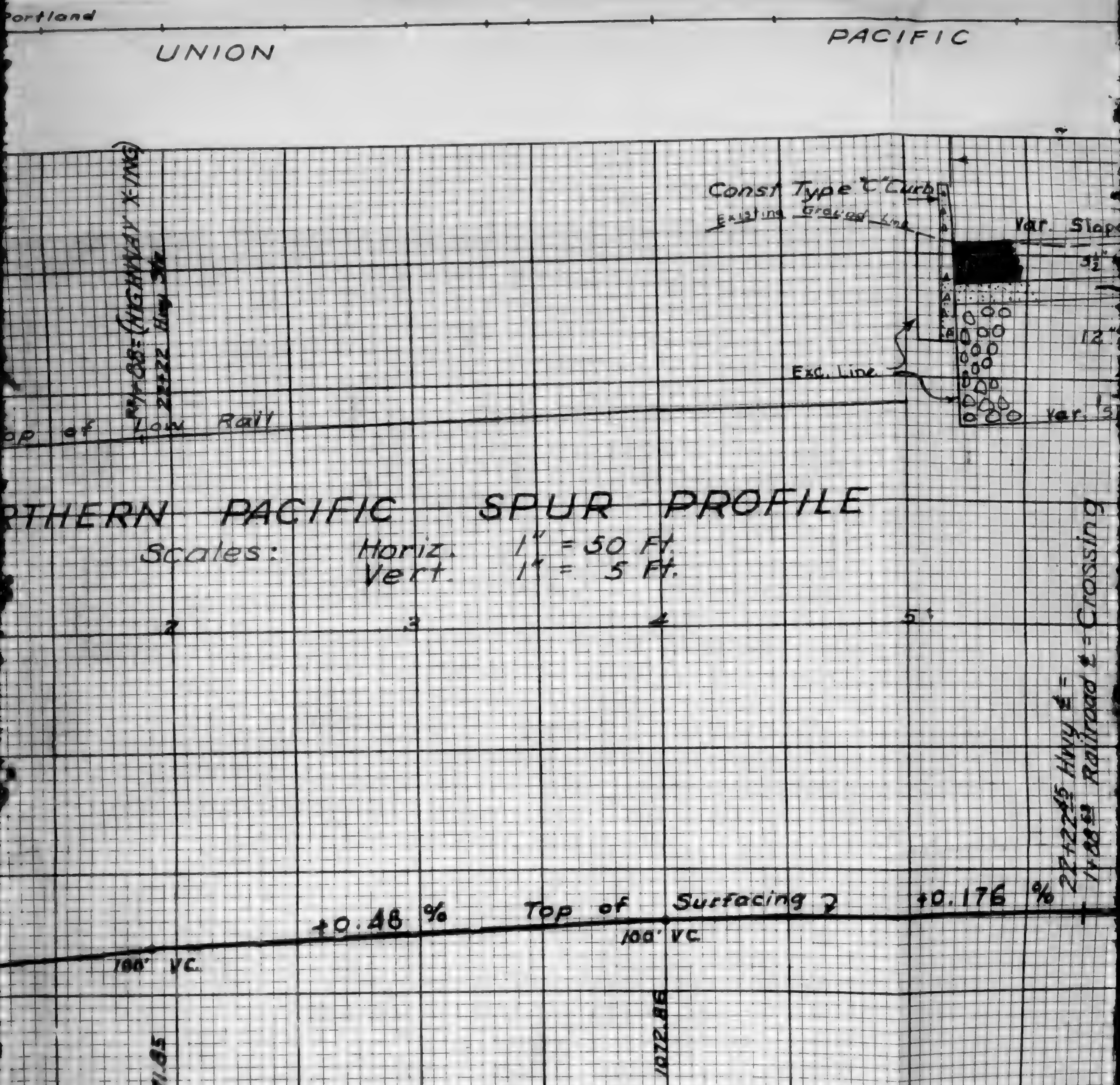
TEMPLATE
AREAS
AREAS CHECKED

BY

DATE




Portland
UNION
PACIFIC
Const Type "C" Curb
Existing Ground Line
Var. Slop
3½"
12"
Exc. Line
Var. Sl
27+88= (HIGHWAY X-ING)
22+22 Hwy Sta
op of Low Rail
RTHERN PACIFIC SPUR PROFILE
Scales: Horiz. 1" = 50 Ft.
Vert. 1" = 5 Ft.
2
3
4
5
27+22.45 Hwy ℄ =
1+88.0 Railroad ℄ = Crossing
+0.46 %
Top of Surfacing ℄
+0.176 %
100' VC.
100' VC.
+40 P.I. 1071.85
+50 P.I. 1072.86
FRAZER STR
Scales:
18
19
20
21
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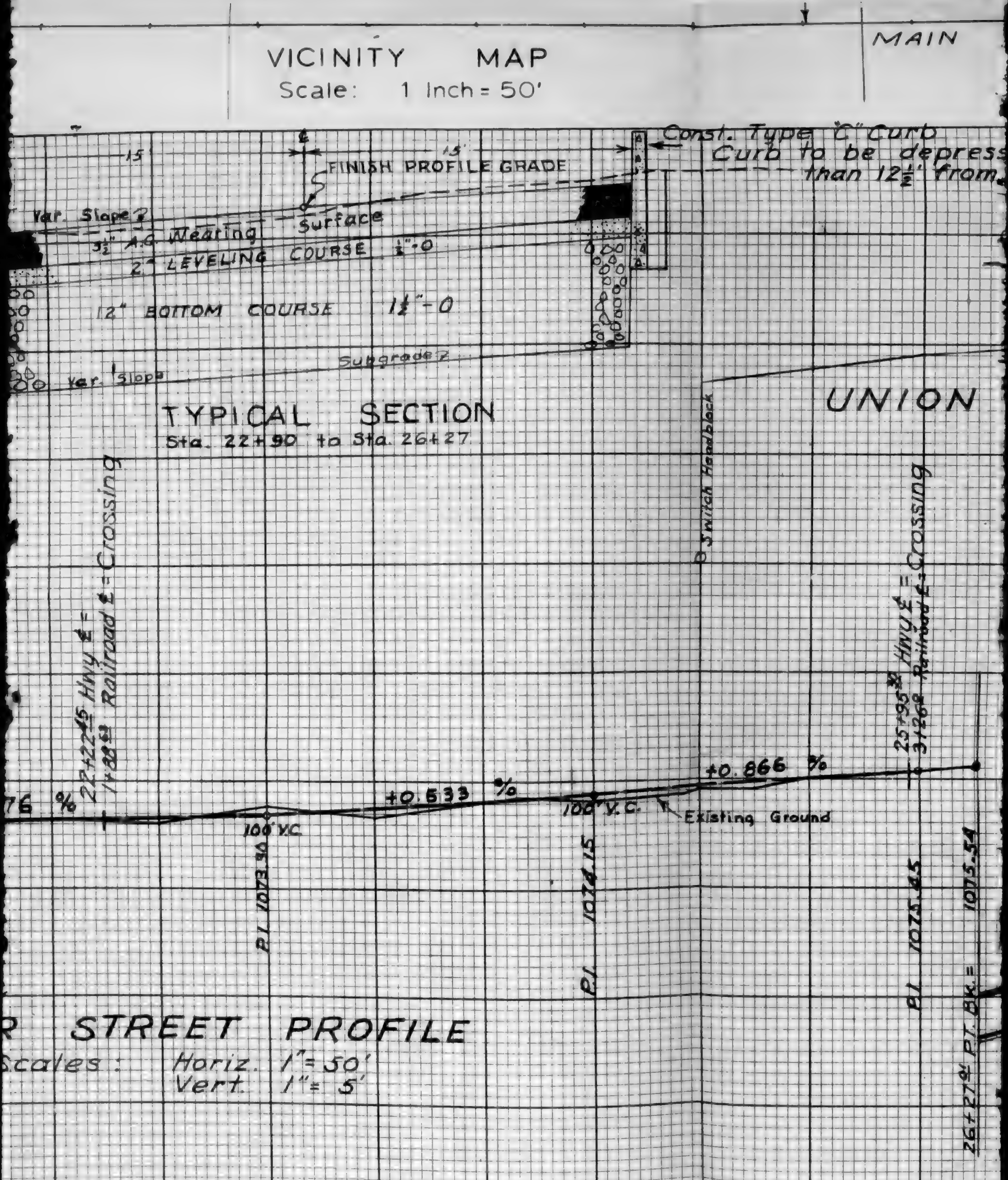
VICINITY MAP
Scale: 1 Inch = 50'
MAIN
15
15
℄
FINISH PROFILE GRADE
Const. Type "C" Curb
Curb to be depress
than 12½' from
Var. Slope ?
3½" A.C. Wearing Surface
2" LEVELING COURSE ¾"-0
12" BOTTOM COURSE 1½"-0
Subgrade ?
Var. Slope
TYPICAL SECTION
Sta. 22+90 to Sta. 26+27
UNION
Switch Handblock
22+22±5 Hwy ℄ = 1+38±3 Railroad ℄ = Crossing
25+95± Hwy ℄ = 3+26± Railroad ℄ = Crossing
76 %
+0.533 %
+0.866 %
100' V.C.
100' V.C.
Existing Ground
P.I. 1073.30
P.I. 1074.15
P.I. 1075.45
26+27± P.T. Bk. = 1075.54
R STREET PROFILE
Scales: Horiz. 1" = 50'
Vert. 1" = 5'
22
23
24
25
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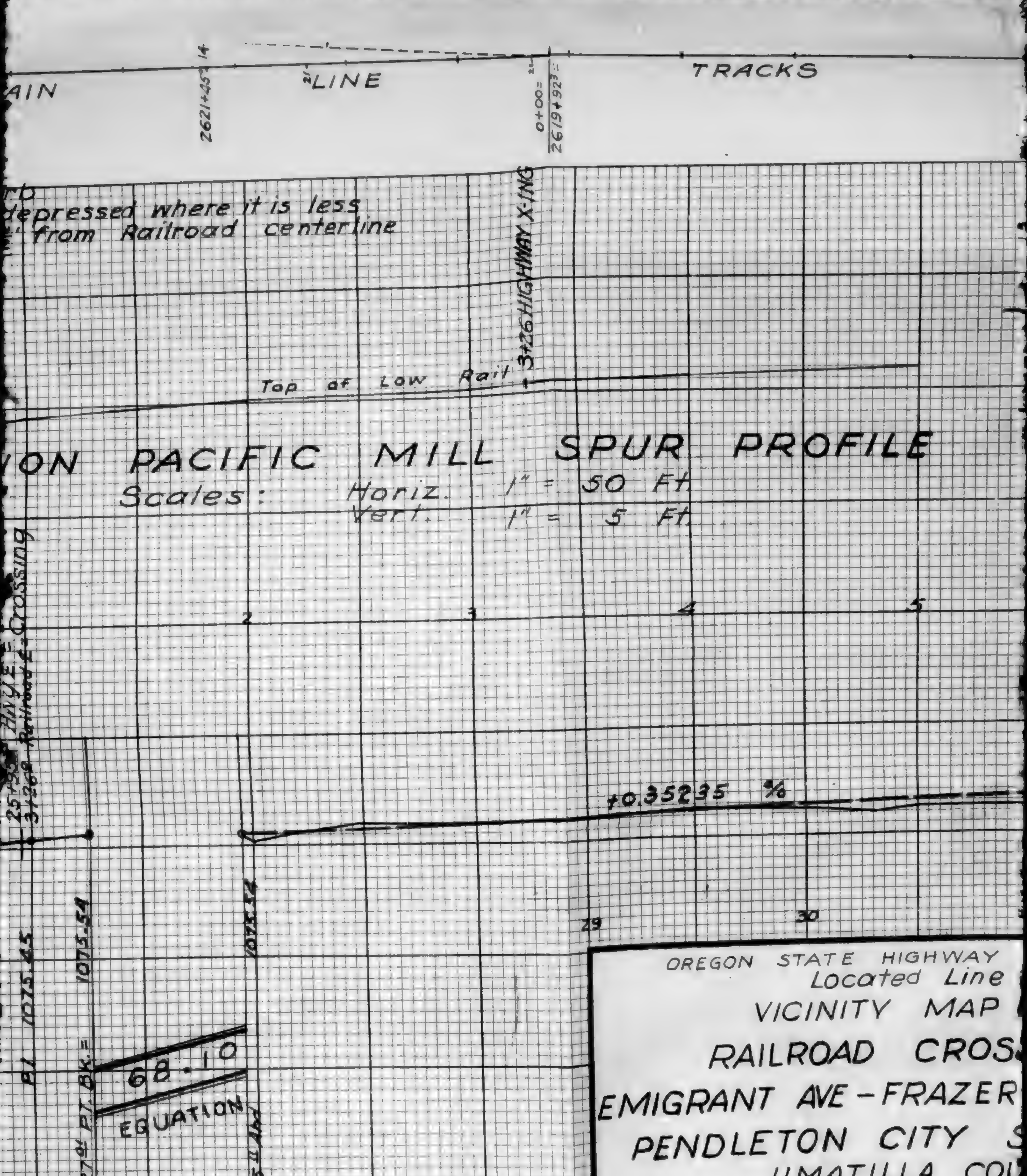


OREGON STATE HIGHWAY

Located Line

VICINITY MAP

RAILROAD CROSS

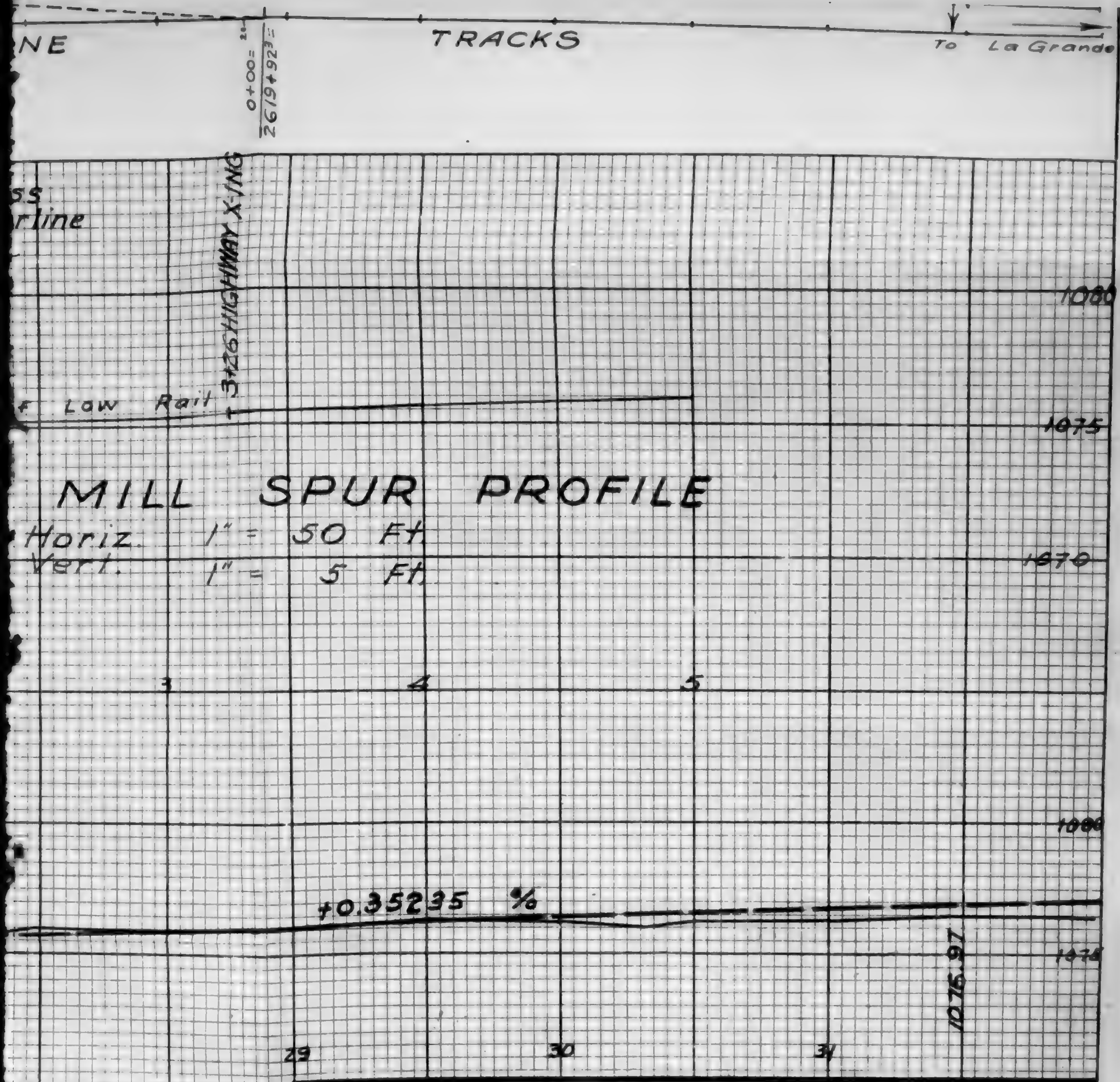
EMIGRANT AVE - FRAZER

PENDLETON CITY S

UMATILLA COU

John H. Walker Res. Eng.

June 1960



MILL SPUR PROFILE

Horiz. 1" = 50 Ft.
Vert. 1" = 5 Ft.

OREGON STATE HIGHWAY DEPARTMENT
Located Line
VICINITY MAP OF
RAILROAD CROSSING
EMIGRANT AVE - FRAZER St. COUPLET
PENDLETON CITY STREETS
UMATILLA COUNTY
John H. Walker Res. Eng. Scales as Shown
June 1960

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FORM E-30 50M 2-60 26119
FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1960

SUBJECT: Vicinity Map of Railroad Crossing
Emigrant Avenue-Frazer Street Couplet
Pendleton

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
BUILDING

Herewith vicinity map of the Union Pacific Mill Spur on the Emigrant Avenue-Frazer Street Couplet in Pendleton for use in requesting the PUC hearing.

7/27/60
Tracing returned
to Construction file
HAP

Tom Edwards
Construction Engineer

By

Edwin A Pease

E. A. Pease
Construction Office Engineer

EAP:jk

Attachment

RECEIVED
JUL 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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July 25, 1960

Umatilla County Court
Courthouse
Pendleton, Oregon

Gentlemen:

The State Highway Commission at its meeting on July 7, 1960, adopted a survey concerning improvement of the Emigrant Avenue-Fraser Avenue Couplet (Pendleton) Section of the Pendleton-John Day Highway.

For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 215).

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rv

Att.

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JUL 25 1960

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July 25, 1960

Hon. Norman G. Gorfkle, Mayor
City of Pendleton
Pendleton, Oregon

Dear Mr. Gorfkle:

The State Highway Commission at its meeting on July 7, 1960, adopted a survey concerning improvement of the Emigrant Avenue-Fraser Avenue Couplet (Pendleton) Section of the Pendleton-John Day Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 215).

You will recall that a public hearing on this project was held in Pendleton on June 16, 1960, and a transcript of the hearing was sent to you. The Commission took action only after careful study of the transcript and consideration of the Highway Engineer's recommendation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rv

Att.

NOTED
J. Mc C.

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JUN 23 1960
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Salem, Oregon
June 17, 1960

Emigrant Street-Frazer Street Couplet
Widening of Frazer Street
Pendleton

Memo to Files

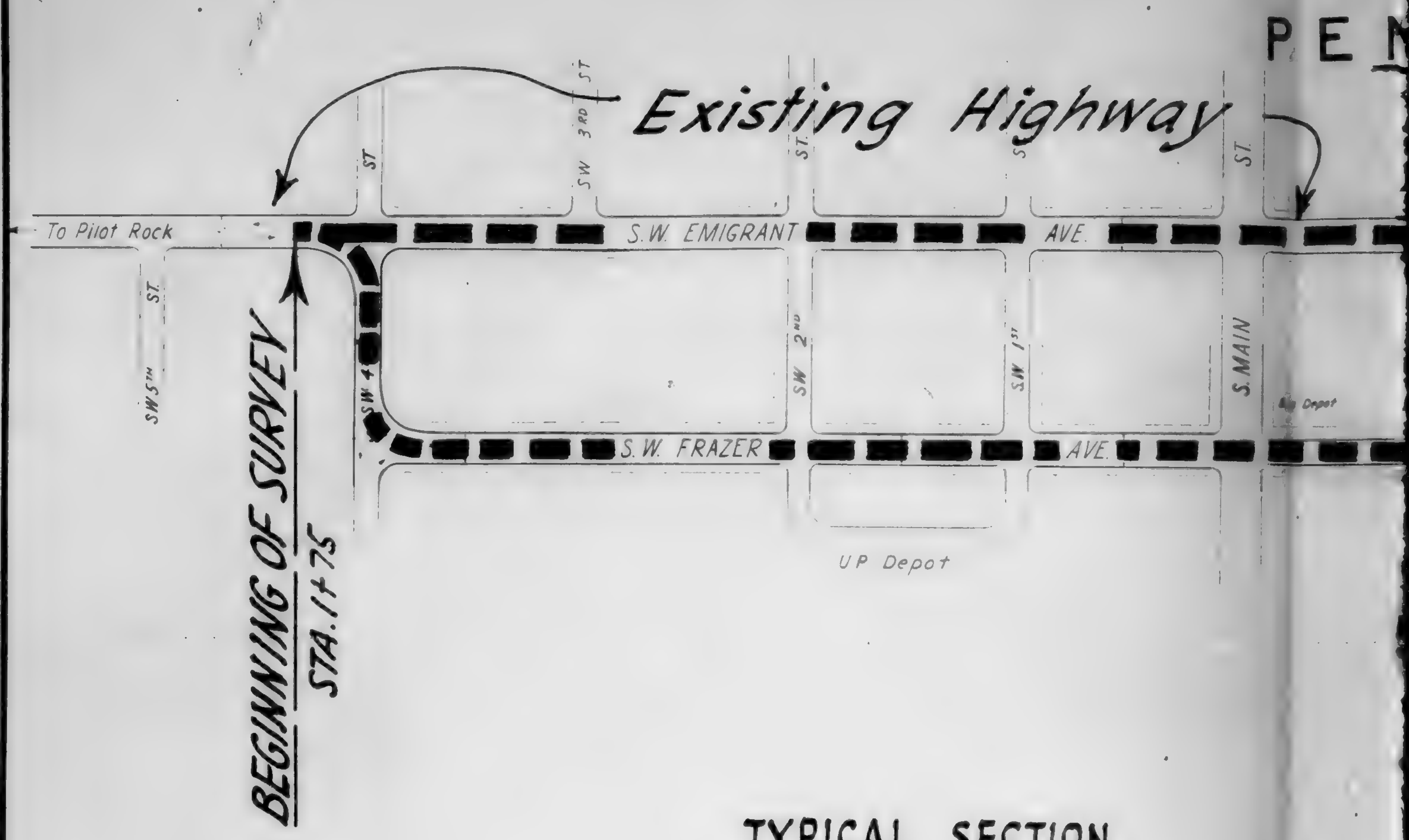
After the hearing in Pendleton re the Emigrant Street-Frazer Street couplet, Mr. Fridley advised me to discuss with Mr. Williams the possibility of 75-25 participation on the 6-foot widening of Frazer Street between South Main and Southeast Third Street to permit parallel parking on the north side of Frazer Street between these limits.

On June 17 I discussed this with Mr. Williams and was instructed to contact Andy Browning, City Manager, as to the availability of additional funds in the amount of approximately $1,900, which would constitute the City's share in this additional widening. Mr. Williams instructed me to advise Mr. Browning that he would recommend favorably to the Highway Commission.

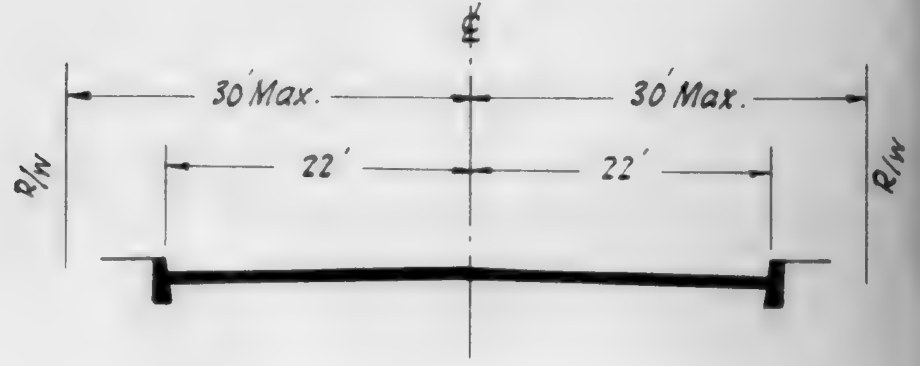
I have contacted Mr. Browning this date and he assures me the City will have the additional necessary funds to cooperate in this additional construction.

Victor D. Wolfe
Administrative Assistant

VDW:ms
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. C. G. Swenson



TYPICAL SECTION



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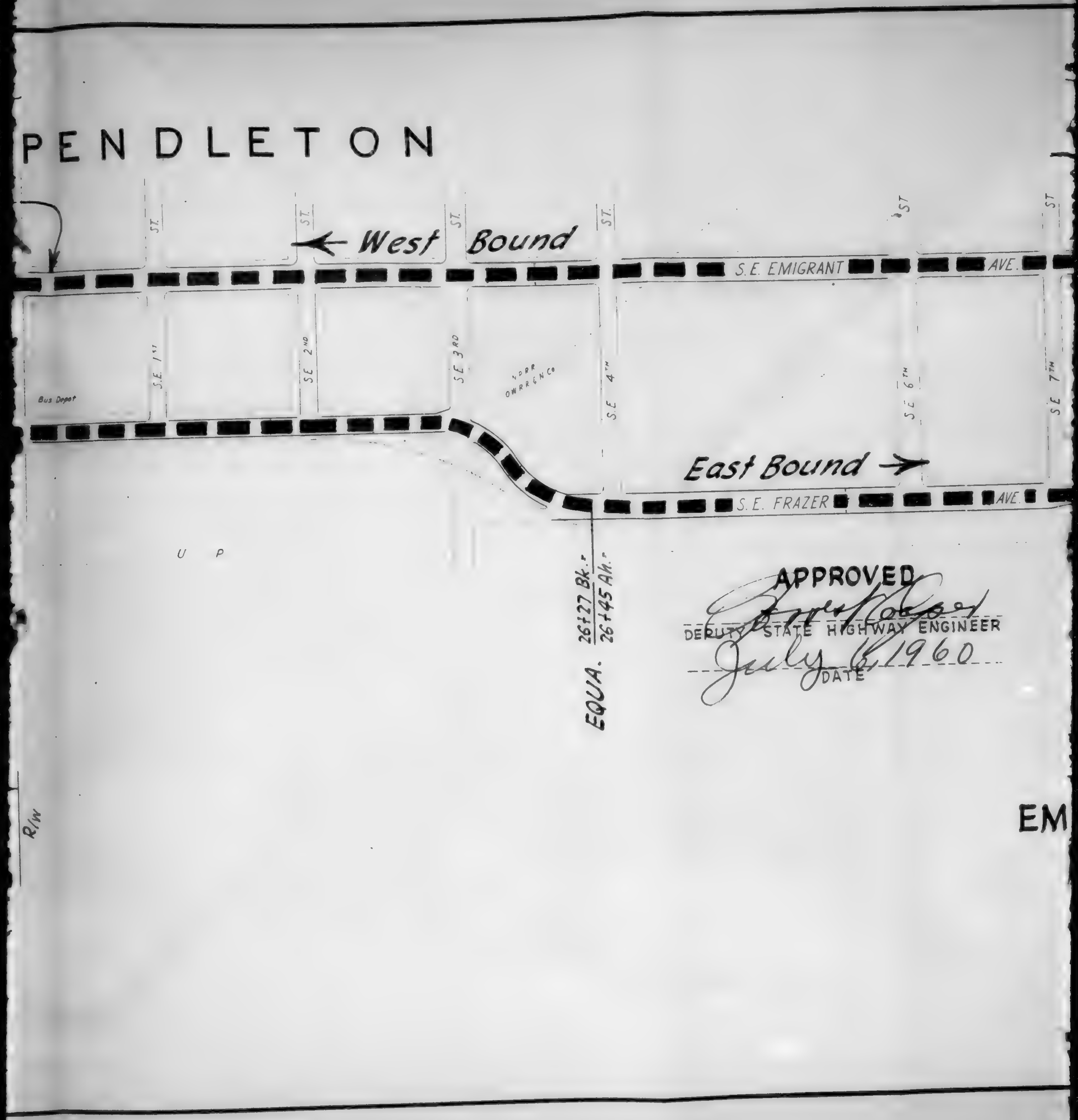


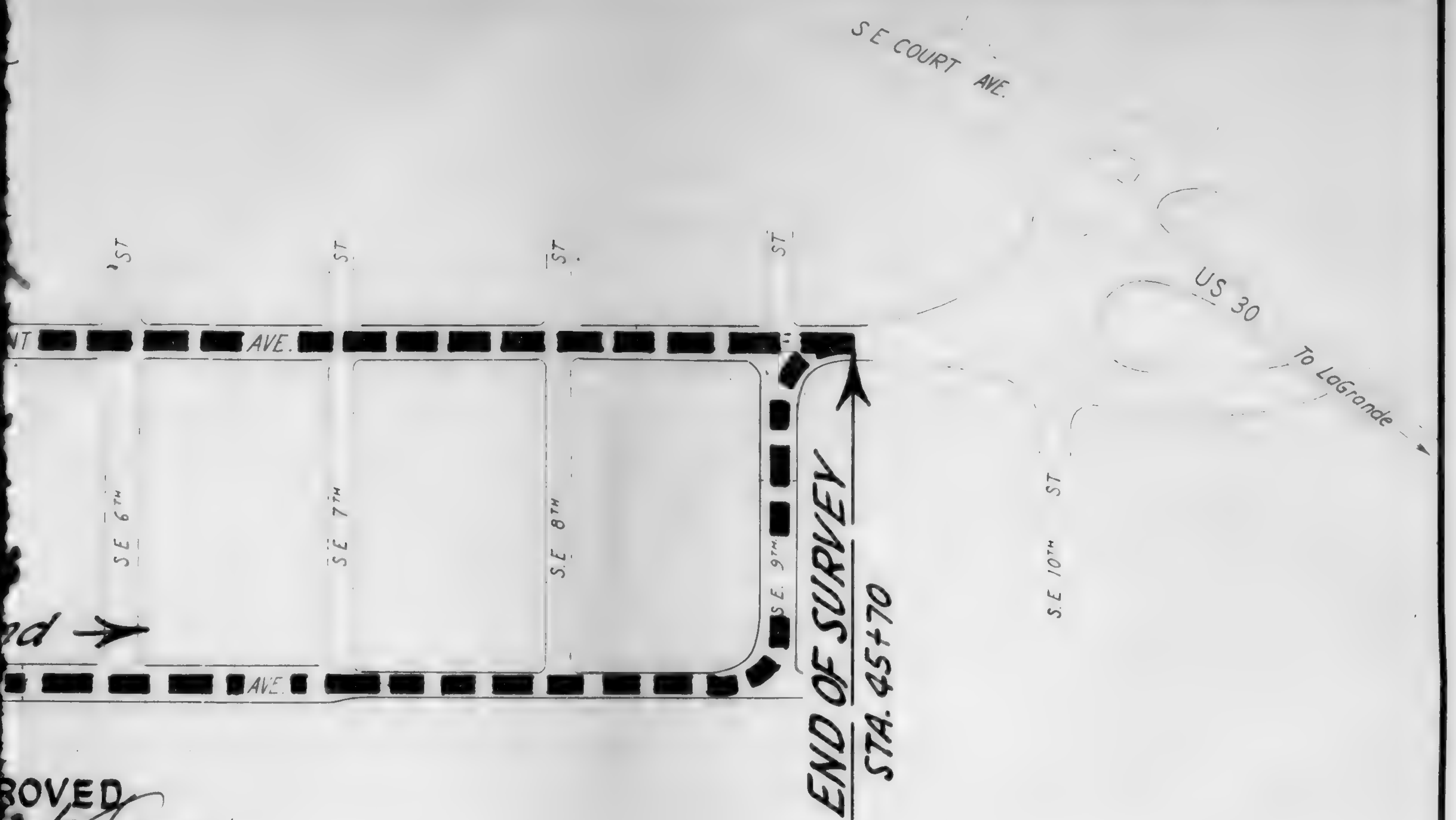
APPROVED

DEPUTY STATE HIGHWAY ENGINEER

July 6, 1960

DATE

1R-3-1281



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GHWAY ENGINEER
6, 1960
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OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

EMIGRANT ST.-FRAZER ST. COUPLET (PENDLETON)

PENDLETON-JOHN DAY HIGHWAY

UMATILLA COUNTY

Scale: 1" = 200' July, 1960

DRG. NO. 1R-3-1281

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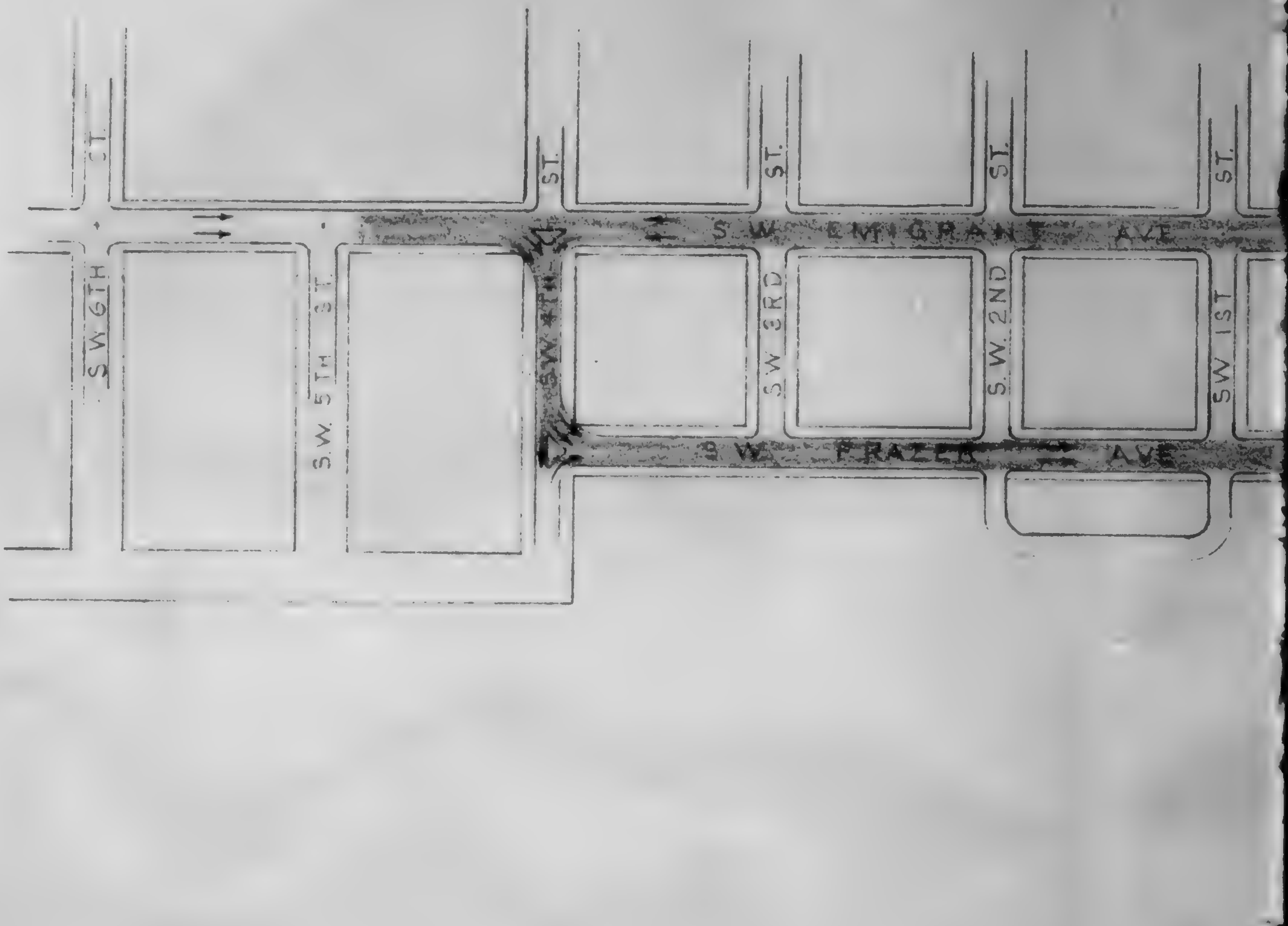
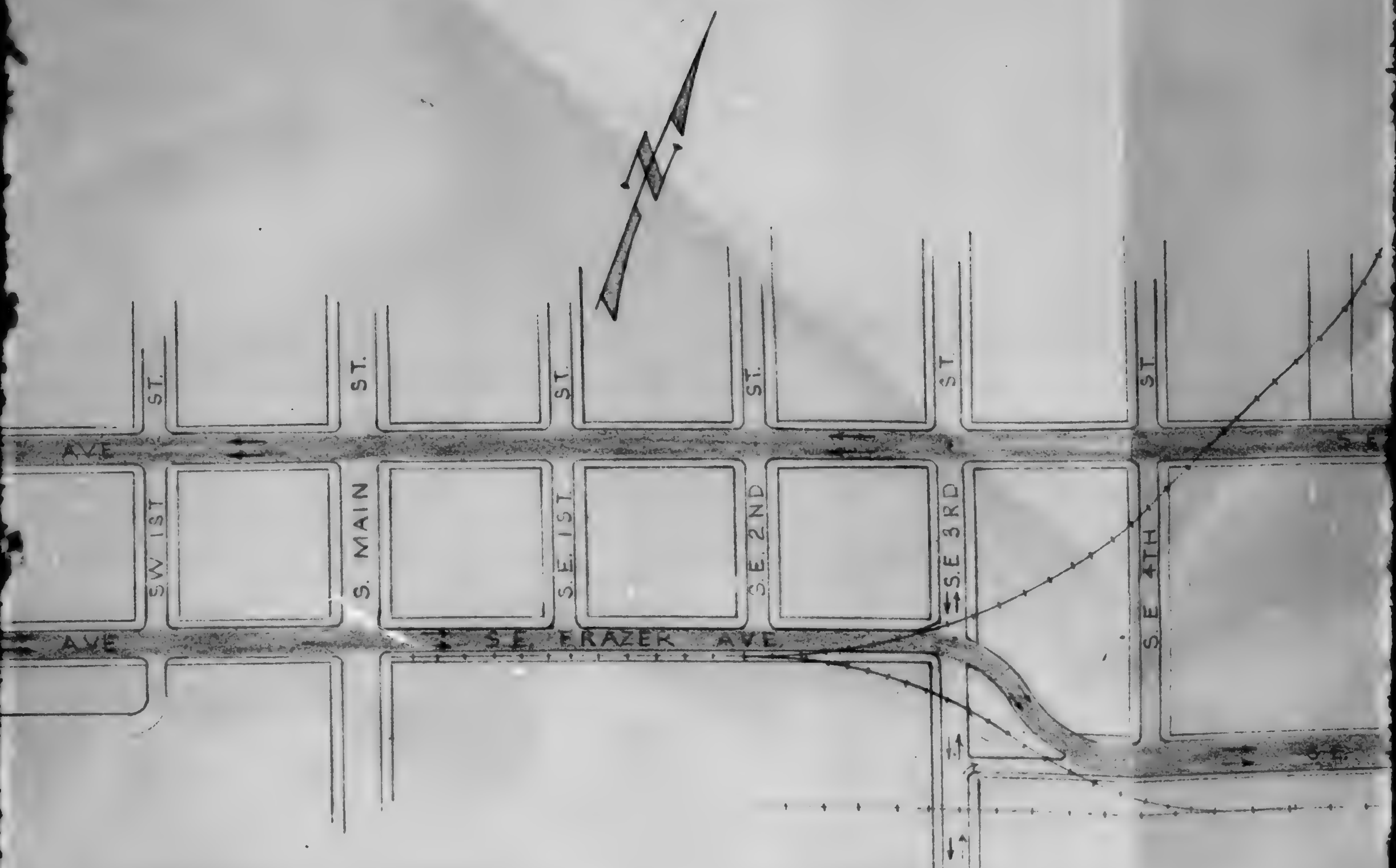
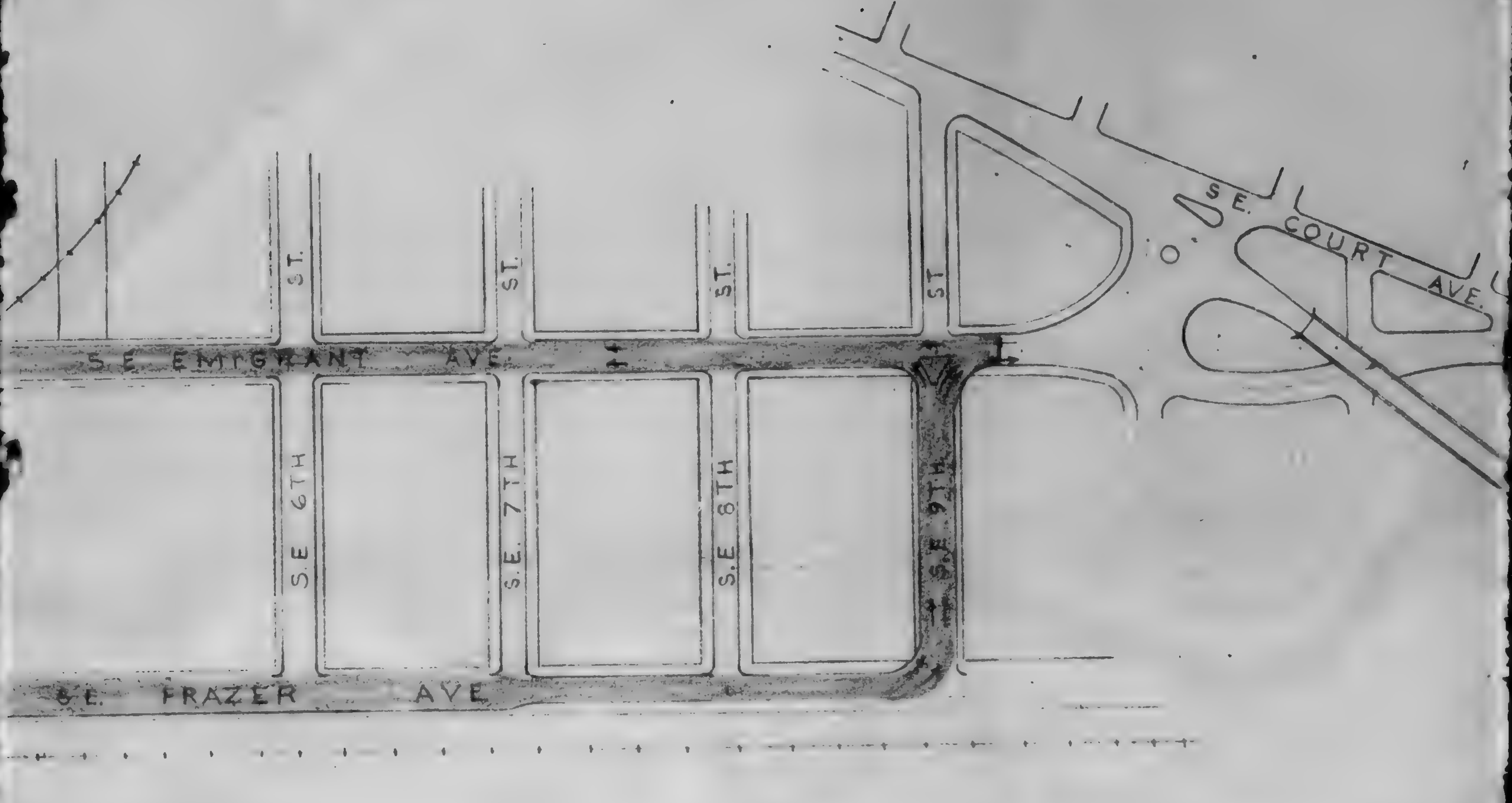




~~approved by Hwy Commis~~
~~July 7, 1960~~
~~Lloyd Query~~
~~Secty~~

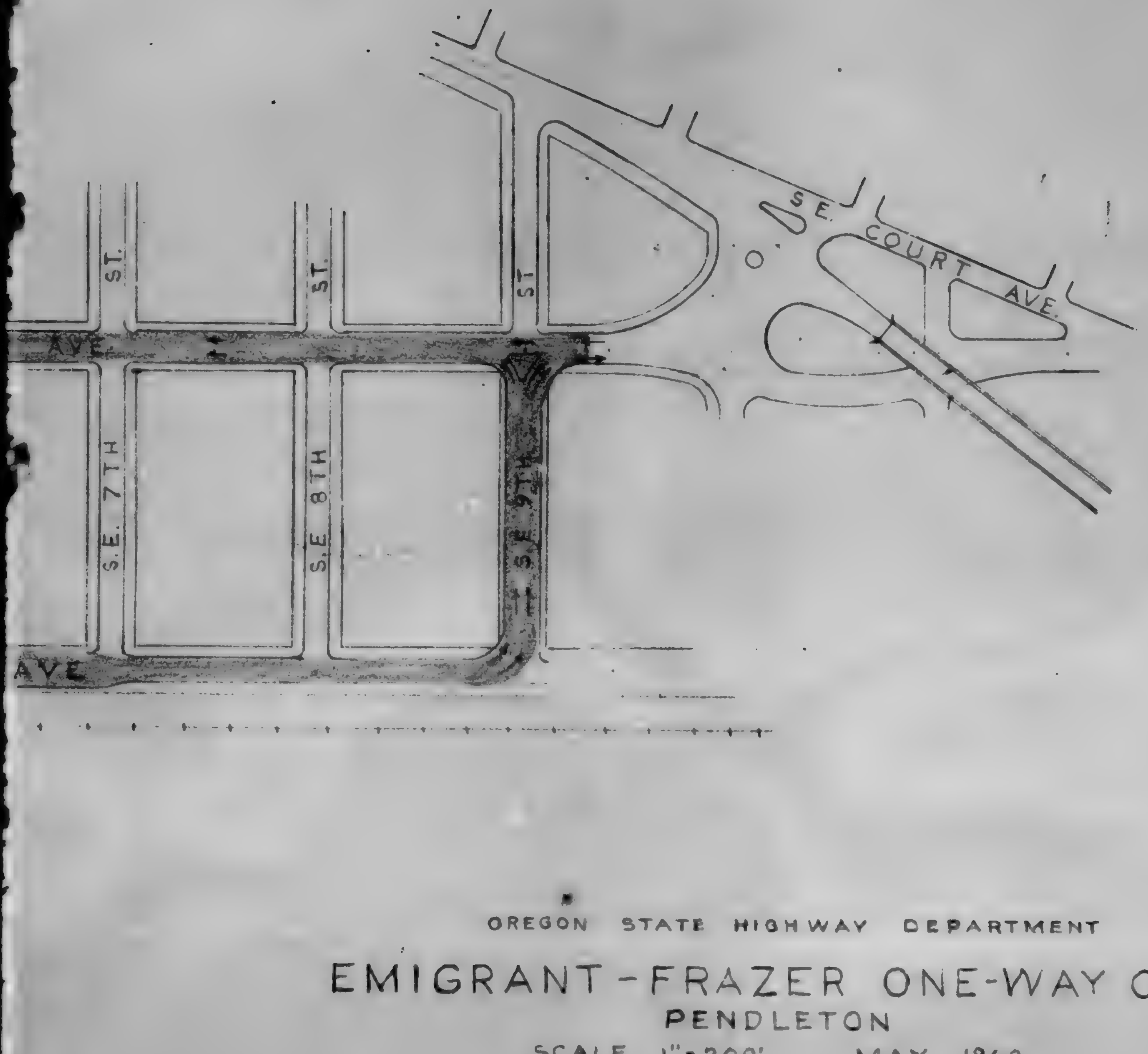


OREGON STATE HIGHWAY DEPARTME

EMIGRANT-FRAZER ONE-WA

PENDLETON

SCALE 1" = 200'   MAY, 1960



OREGON STATE HIGHWAY DEPARTMENT

EMIGRANT - FRAZER ONE-WAY COUPLET

PENDLETON

SCALE 1" = 200'   MAY, 1960

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June 7, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

The Highway Commission, in co-operation with the City of Pendleton, proposes to develop a one-way couplet in Pendleton using Frazer Avenue for eastbound traffic. I am attaching a print entitled "Emigrant-Frazer One-Way Couplet, Pendleton", dated May 1960.

The project requires repaving of Frazer Avenue, which will cross your spur track between S. E. Second and S. E. Third Streets and a second spur track between S. E. Third and S. E. Fourth Streets. This repaving will be entirely at the cost of the City and State, but before doing so, we would ask that your ties and ballast be in first-class condition so that the paved surface may be kept without undue maintenance. Since both of these spurs are on city streets and since no appreciable change is being made in the locations of the crossings, we do not feel that a hearing before the Public Utility Commissioner is necessary.

Will you please advise as to the condition of your ties and track and if repairs are necessary, as to when such repairs can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Enclosure

GSP:ae

cc to: Mr. W. C. Williams

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MAY 17 1960
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2

Salem, Oregon
May 16, 1960

Emigrant-Frazer Couplet,
Pendleton, Oregon

Mr. C. G. Swensen
Engineer, County and City Relations
Office

On my recent trip to Eastern Oregon, I had commerce with Andy Browning, City Manager of Pendleton, at which time he asked if the State Highway Department would object to the City not doing any widening with 100 per cent city funds between South Main and S. E. 3rd Streets and S. E. 7th to S. E. 9th Streets.

As you know, this widening was to be done by the City for the purpose of parking. Without this widening, it will leave a 30-foot street section which would be adequate for two running lanes. I advised him that we would have no objection to the City of Pendleton deferring this widening to a later date, provided all parking were eliminated in these two areas.

This is to advise you that our agreement on this couplet should be revised to contain no parking, either side, in these areas.

Victor D. Wolfe
Administrative Assistant

VDW:er

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. B. Crandall
Mr. A. F. Parson

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May 3, 1960

Appendix II
4 Ro

Hon. Norman G. Gorfkle, Mayor
City of Pendleton
Pendleton, Oregon

Dear Mayor Gorfkle:

The State Highway Commission at its meeting April 21 considered the City of Pendleton's proposal for establishment of a one-way couplet, using Frazier Avenue for eastbound traffic and Emigrant Avenue for westbound traffic, between S. W. 4th Street and S. E. 9th Street. Mr. W. C. Williams, State Highway Engineer, advised the Commission that the project is estimated to cost approximately $135,000 and that the City of Pendleton has offered to pay 25 per cent of the total amount.

In the discussion of this matter it was also brought out that additional traffic signals will be necessary on the one-way couplet of U. S. 30 through Pendleton which uses Dorian and Court Avenues. The additional signals on this section are estimated to cost approximately $40,000 and it was understood that the City of Pendleton has offered to assume 50 per cent of the cost of installation. The two projects as combined and showing the total amounts for the City and the State are outlined as follows:

Project	City	State	Total
One-way Couplet	$34,000	$101,000	$135,000
Traffic Signalization	20,000	20,000	40,000
	$54,000	$121,000	$175,000

Appropriate agreements are being prepared covering the one-way couplet on Emigrant and Frazier Avenues and for the additional traffic signals on Court and Dorian Avenues. These will be forwarded to you for approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FG:rj
cc: G. S. Paxson
C. G. Swenson
F. B. Crandall

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1960

SUBJECT:

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

The Authority For Survey for the Emigrant Avenue-Frazer St. Couplet in Pendleton was originally designated as being on city streets and was assigned Prefix 33-1444. In order to obtain Federal participation, this order has been reassigned to the Pendleton-John Day Highway and the Prefix changed to 30-1444. Please correct your records accordingly.

Tom Edwards
Construction Engineer

By Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

EAP:db

cc: John H. Walker
G. L. Decker
Data Processing

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FORM E-30X—50M—2-59—18190

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1960

5891

SUBJECT: ~~Emigrant-Frazier One-Way Couplet~~
Pendleton

To: F. B. Crandall
Traffic Engineer
OFFICE

1-85

This is to advise that I met with Mr. Andrew Browning, City Manager, Pendleton, Monday afternoon, April 4, with Mr. Vic Wolfe at which time we discussed traffic signals which I have reported to you in a separate memo on both the Emigrant-Frazier and the Court-Dorian Couplets.

This letter is to re-state certain features of construction and operatin on the Emigrant-Frazier Couplet only. It is my understanding that Mr. Wolfe has reported verbally to Mr. Barbee on this and I gave to him the file copy of one of our maps on which the following points were marked after discussion with the City:

1. The City of Pendleton will contact the Pacific Power and Light Company to see if the three power poles inside the roadway along the south curb line of Frazier Street between Main and SE Third can be moved to the north side of the street and back of the widened section.

   If this can be done, the City was advised that we would prohibit parking along the south side of Frazier Street and not along the north side between SW 4th and SE Third Streets.

2. The City plans to widen at its expense SE Frazier Street between Main and SE Third Streets. It might be that Mr. Edwards would wish to consider establishing this as a part of the over-all project with the City paying 100 percent.

3. On SE Frazier between SE Third and SE 6th Streets, Sites and Consolidated Freightways have truck terminals. I suggested to the City that accesses to the truck facilities be made from existing streets rather than from curb cuts in SE Frazier Street. This seemed agreeable to the City and it is suggested that the Construction Division bear this in mind when they are working the project up.

NOTED
V. D. WOLFE

4. When we told the City that we were prohibiting parking on both sides of Frazier Street between SE 7th and SE9th Streets, and that we planned no work in this section, they immediately stated that they would like to explore the possibility of widening this at their expense. I presume that the Construction Division will handle this coordination.

5. We advised the City that on any street sections that they widened, curb radius should be adequate for truck traffic and that on any street section that we widened, we would see that curb radius was adequate for truck traffic.

6. Some of the maps show that SW 3rd is open between Emigrant and Frazier Streets. This is not true. This street has been vacated and there is a Safeway Store in this area.

7. The following parking restrictions were acceptable to the City:

    a. On both sides of SW Emigrant Street between SW 5th and SW 4th Streets.

    b. On both sides of SW 4th Street between SW Emigrant and SW Frazier Streets, (and the westerly project of SW Frazier Street).

    c. On both sides of SW Frazier Street between SW 4th and what would normally be SW 3rd Streets.

    d. On the north side of SW Frazier Street from what would be SW 3rd to SE 3rd Streets except that if the power poles are removed from the roadway (and the State will not participate in the cost) this parking restriction will be shifted from the north side of the street to the south side of the street.

    e. On the west side of SE 3rd Street between the westerly and easterly extension of SE Frazier Street.

    f. On the easterly side of SE 3rd Street between SE Emigrant and the easterly extension of SE Frazier Street.

    g. On both sides of SE Frazier Street from SE 7th to SE 9th Street.

    h. On both sides of SE Emigrant Street the intersection of SE 9th Street to a point east of SE 9th Street.

Original Signed by
J. AL HEAD

J. Al. Head
Assistant Traffic Engineer

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APR 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

JAH:bf
cc: Tom Edwards
Vic Wolfe
C. G. Swenson

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March 21, 1960

Oregon State Highway Commission

Gentlemen:

In our 1955 Pendleton survey report the establishment of a one-way couplet on Emigrant and Frazier Avenues in Pendleton was the second project in order of priority. The present route of the Pendleton-John Day Highway is on Emigrant Avenue. The volume of traffic is above the desirable capacity of this street. The City has now proposed that a one-way couplet with Frazier Avenue eastbound and Emigrant Avenue westbound be established from S. W. 4th Street to S. E. 9th Street. While this does not take in the entire couplet as proposed in our 1955 report, it does establish a couplet through the most heavily congested area. Our estimate of cost for this couplet is $135,000. The City has offered to assume 25 per cent of the cost if the State will bear the remaining 75 per cent.

The route of US30 through Pendleton is on a one-way couplet using Court and Dorian Avenues. We now have four traffic signals on this route but additional signals are necessary to properly control the traffic. The additional signals are estimated to cost $40,000 and the City of Pendleton has offered to assume 50 per cent of the cost of these signals. This is in accordance with our usual procedure. The estimated cost of these two projects and division of costs are as follows:

Project	City	State	Total
One-way Couplet	$ 34,000	$101,000	$135,000
Traffic Signalization	20,000	20,000	40,000
Totals	$ 54,000	$121,000	$175,000

This will be before you at the next Commission meeting and I would recommend that the offer by the City be accepted and that we proceed with the project.

Because of complications by the City's participation, we propose to finance the project by state and city funds without federal aid.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. R. L. Porter
Mr. F. B. Crandall

GSP:gm ae

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FOR FILING

THE CITY OF PENDLETON

OFFICE OF
The City Manager

TELEPHONE 3640
Pendleton, Oregon

5891

March 11, 1960

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

On March 3, Mr. Anton Groh, our City Engineer and myself, met with you and members of your staff to discuss two projects in the City of Pendleton which we are hoping the state will include in this summer's construction program. These are the Emigrant-Frazer one-way couplet, which is Proposal No. 2 of the 1955 Pendleton Traffic Survey; and traffic signalization of various intersections on the Court-Dorion one-way couplet, which is a portion of Proposal No. 11 of this same survey.

As outlined in your letter of August 20, 1959, construction costs for the first project would be based upon 25% of the cost to be borne by the City of Pendleton and 75% by the State of Oregon. In the discussion of this project at our meeting, we affirmed that certain additional street construction along the one-way couplet route, would be undertaken separately and financed completely by the City, such as street widening for parking purposes on the north side of Frazer Avenue from Main to S.E. 1st Street. We intend that this work will in no way interfere with the main project.

For the second project, we are assuming that the Highway Commission's usual policy will be followed, the project costs being shared on an equal 50-50 basis. It is also understood that the City of Pendleton will assume maintenance after installation of the signals.

WCW [illegible] 15 [illegible]

Estimated costs are as follows:

Project	City	State	Total
One-way couplet	$34,000	$101,000	$135,000
Traffic Signalization	20,000	20,000	40,000
TOTALS	$54,000	$121,000	$175,000

([illegible] Para [illegible])

The World's Round-Up City

The Pendleton City Council has reviewed and approved these projects and funds have been allocated for expenditure in the 1960-61 budget year.

This letter will serve as our formal request for state participation, and I would appreciate your recommending these projects to the State Highway Commission as being necessary to the continuing growth and development of the city. Your cooperation will be greatly appreciated.

Sincerely yours,

Andrew J Browning

Andrew J. Browning
City Manager

AJB:dpm

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MAR 14 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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MAR 14 1960
OREGON
STATE HIGHWAY COMMISSION

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August 20, 1959

Mr. Andrew J. Browning, City Manager
City of Pendleton
Post Office Box 397
Pendleton, Oregon

Dear Mr. Browning:

Reference is to the meeting between you and Mr. Head relative to the proposed Emigrant-Frazer one-way couplet in Pendleton. It was requested that the City be furnished an estimate of cost of the proposed street couplet, so that it could determine the amount of money that it might need to raise by bond issue, if it decided to move ahead on the project.

The estimated cost of the Emigrant-Frazer one-way couplet is $135,000. If the project were to be constructed, it probably would be on the basis of 25 per cent of the cost to be provided by the City and 75 per cent by the State, which would result in a dollar cost of $34,000 for the City and $101,000 for the State.

However, I must advise you that the State Highway Commission is not in position at this time to provide its share of the cost of such a project. This project is in no current program of the Commission, so that I am unable to give you any definite time as to when the State might be able to participate in this project.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. F. B. Crandall

FORM E-90 50M 8-57—0833

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
August 14, 1959

SUBJECT: Emigrant-Frazer one-way couplet in Pendleton. Pendleton traffic signals.

To: Mr. W. C. Williams

At the request of the City Manager of Pendleton, Mr. Head met with them on August 3. The City is quite interested in developing a one-way couplet on Frazer and Emigrant Streets in Pendleton. This fits in with proposal No. 2 in the Pendleton Traffic Survey of 1956. The City is considering a bond issue to finance a portion of the cost.

In the proposal of our traffic study, we showed this couplet running from S. W. 20th Street through Pendleton to S. E. 3rd and then four lanes on Emigrant Street easterly to the railroad overcrossing with parking prohibited on this section of Emigrant Street. The City now proposes to start the couplet at S. W. 4th Street, running on through to S. E. 9th Street, which would eliminate the need for parking restriction on Emigrant Street.

While no commitment was made by Mr. Head, the City is expecting that we will go into this with it on the usual basis of 25 percent City and 75 percent State. The estimates of cost for the one-way couplet, including a minor item for right of way and a signal, is $135,450. If the cooperation of the State was in the amount of 75 percent, this would make $34,000 for the City and $101,000 for the State.

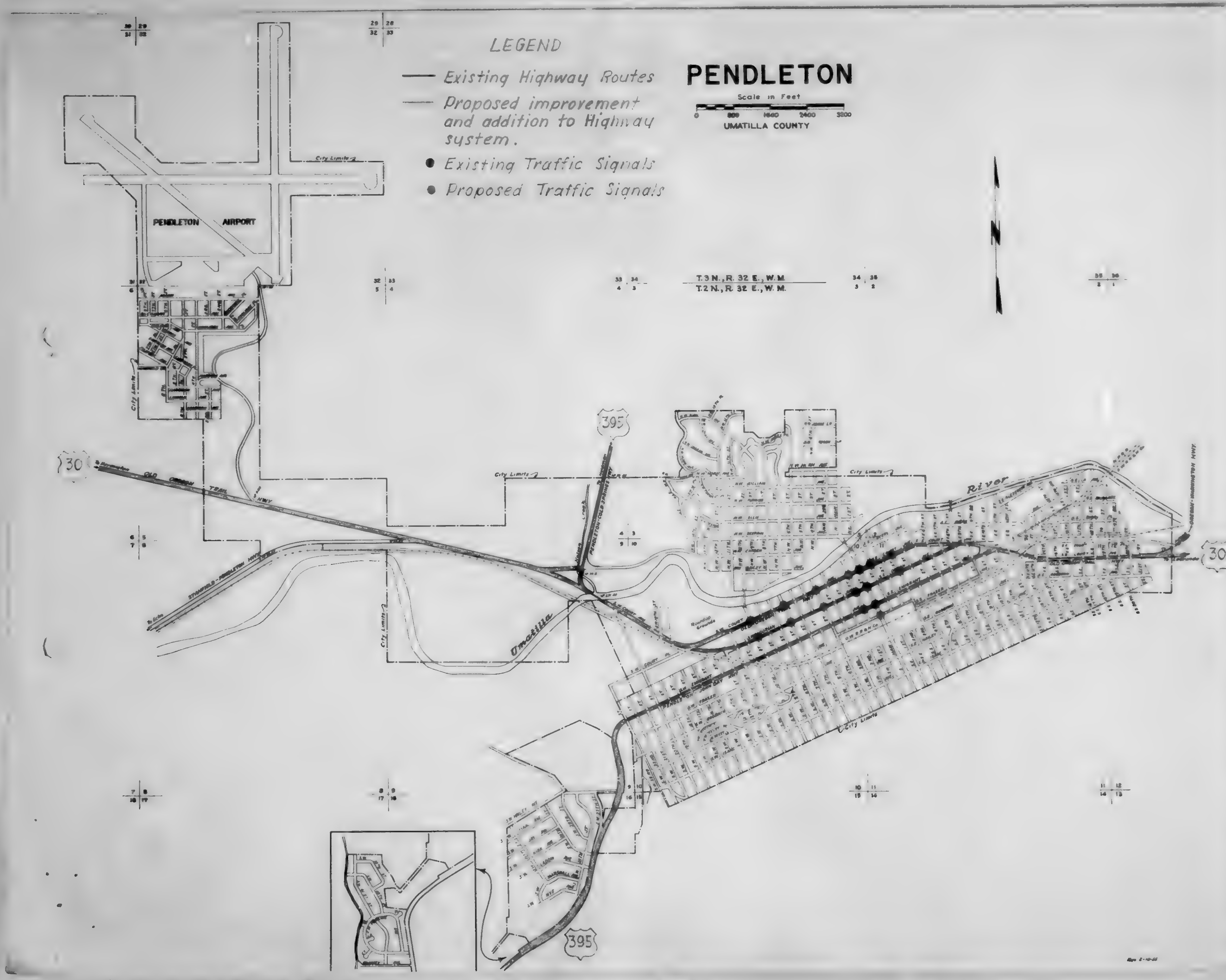
In the traffic study signal installations were also proposed for the Court-Dorien one-way couplet. Last year it appeared that the City would be able to go ahead with this and we budgeted the State's share of the cost in the Traffic Division budget. It is estimated that the signalization would cost $40,000, of which the City was to pay half and the State half, or $20,000 each. The entire project would require $54,000 of City money and $121,000 of State funds.

The City asked that we give it an estimate of the cost of the contemplated work and I anticipate that it will be asking for some expression on our part as to the State's willingness to participate before it is put out for a bond election.

GSPaxson

G. S. Paxson

GSP:gm
Attach.
cc Mr. F. B. Crandall


PENDLETON
Scale in Feet
0 800 1640 2400 3200
UMATILLA COUNTY
LEGEND
Existing Highway Routes
Proposed improvement and addition to Highway system.
● Existing Traffic Signals
● Proposed Traffic Signals
PENDLETON AIRPORT
City Limits
30
395
OLD OREGON TRAIL HWY
STANFIELD - PENDLETON HWY
PENDLETON - COLD SPRINGS HWY
OREGON - WASHINGTON HWY
Umatilla
River
T.3 N., R. 32 E., W.M.
T.2 N., R. 32 E., W.M.
N

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1959

SUBJECT: Pendleton Traffic Signals
US30
Emigrant-Frazer One-Way Couplet
US395

To:

G. S. Paxson
Asst. State Highway Engineer
Building

You requested in your inter-office memo of July 24 that we contact the City of Pendleton with respect to their letter of July 22 and advise. Mr. J. Al Head met with City Manager A. J. Browning on Monday, August 3 and discussed with him his letter of July 22. We also had shown to us for the first time the proposed extension of Frazer Street from SE 3rd to SE 9th. The City Manager appears quite favorable towards this plan, notwithstanding the additional cost in view of the fact that he will not have to prohibit parking on SE Emigrant Street east of SE 3rd.

The City desires to promote a bond issue yet this year for street improvements, signal improvements, etc. Mr. Browning would like an expression from the Highway Department on what their cost would be for certain street improvements for the Emigrant-Frazer couplet and the Court-Dorian signal extension. I have not prepared a Suggested-Draft feeling that the essentials for such a draft are contained in the following paragraphs.

The 1955 Pendleton Traffic Study Report, Proposal No. 11, for installing traffic signals on the Court-Dorian Couplet amounted to $40,000 -- this to be shared equally between the City and the State.

Establishing the Emigrant-Frazer Couplet from SW 4th and Emigrant to SE 9th and Emigrant calls for expenditures as follows:

Section	Grading & Paving	R/W	Signals	Total
From SW Emigrant west of SW 4th along SW 4th and SW and SE Frazer to west of SE 3rd	$ 26,200	$ 1,250	$ 5,000	$ 32,450
From SE Frazer west of SE 3rd SE 3rd and SE Frazer and SE 9th to SE Emigrant east of SE 9th	93,000	10,000	--	103,000
TOTAL				$ 135,450

NOTED
G. S. PAXSON

Recapping on a possible State-City cooperative cost distribution, we have two units of work; namely, the $135,450 Emigrant-Frazer Couplet and the $40,000 signal project on the Court-Dorian couplet (US30). With respect to the first item (notwithstanding the fact that it includes $5,000 for a couple of signal installations) I would suggest a 25-75 split, City and State respectively. This would mean some $34,000 as the City's share of this unit of work. Of the $40,000 signal job; this was originally set up for a 50-50 split and there is no reason to change. This would mean $20,000 to the City.

The total participation for the City for the two units of work would be $34,000 plus $20,000 for a total of $54,000. If the City is thinking in terms of providing their share of participation through bond issue, it would probably be advisable for them to call for $60,000 to be on the safe side.

FB Crandall

F. B. Crandall
Traffic Engineer

FBC:njs

Attachments

City 53667
State 121333

RECEIVED
AUG 12 1959
OFFICE OF
STATE HIGHWAY ENGINEER

THE CITY OF PENDLETON

OFFICE OF
THE CITY MANAGER

P. O. Box 397
PENDLETON, OREGON

July 22, 1959

**PLEASE RETURN TO
G. S. PAXSON**

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

The proposed installation of traffic signals at certain intersections, as indicated by proposal No. 11 of the 1955 Pendleton Traffic Study Report, was presented to the City Council for their consideration. The City Council has carefully considered the proposed installation and is in full accord as to the need for control of traffic in an orderly and expeditious manner on Court and Dorion Avenues. This is especially true since the construction of the new central fire station at S.W. 10th and Court Avenue. The need for traffic signals at the S.W. 10th intersections with Court and Dorion is now more evident than in the past.

Although the Council has approved the city's participation in the project, we are unable to allocate the necessary funds in the 1959-60 budget. The 1959-60 budget had been prepared and approved prior to receiving word that a tentative allocation had been made by your department for the state's participation in the project.

In view of the fact that we were unable to provide funds for the project in this budget, the City Council has requested that we prepare an over-all street improvement program and present the complete program for further consideration by the Council. Council has indicated that rather than present a bond issue for an amount necessary to implement Proposal No. 11, and the portion of Proposal No. 2 of the 1955 Report, we should attempt to include other badly needed improvements in one bond issue. The one-way couplet on S.W. and S.E. Emigrant and S.W. and S.E. Frazer had previously been discussed with engineers of your department and it is our intention

The World's Round-Up City

to proceed with plans for obtaining the funds necessary to complete at least this portion of Proposal No. 2 to alleviate the traffic congestion in the main business area.

Upon completion of our investigation and study as to the costs involved on the street improvement program, we would appreciate the opportunity of meeting with you and your staff to discuss the amount of state funds available on some portions of our proposed program. It is understood that the state will participate only on that portion of the program involving state highways.

Your cooperation is greatly appreciated.

Sincerely yours,

Andrew J. Browning
Andrew J. Browning
City Manager

AJB:dpm

RECEIVED
JUL 23 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 23 1959
STATE HIGHWAY COMMISSION

RECEIVED
AUG 14 1959
FOR FILING

5891

R

Salem, Oregon
August 14, 1959

Emigrant-Frazer one-way
couplet in Pendleton.
Pendleton traffic signals.

Mr. W. C. Williams

At the request of the City Manager of Pendleton, Mr. Head met with them on August 3. The City is quite interested in developing a one-way couplet on Frazer and Emigrant Streets in Pendleton. This fits in with proposal No. 2 in the Pendleton Traffic Survey of 1956. The City is considering a bond issue to finance a portion of the cost.

In the proposal of our traffic study, we showed this couplet running from S. W. 20th Street through Pendleton to S. E. 3rd and then four lanes on Emigrant Street easterly to the railroad overcrossing with parking prohibited on this section of Emigrant Street. The City now proposes to start the couplet at S. W. 4th Street, running on through to S. E. 9th Street, which would eliminate the need for parking restriction on Emigrant Street.

While no commitment was made by Mr. Head, the City is expecting that we will go into this with it on the usual basis of 25 percent City and 75 percent State. The estimates of cost for the one-way couplet, including a minor item for right of way and a signal, is $135,450. If the cooperation of the State was in the amount of 75 percent, this would make $34,000 for the City and $101,000 for the State.

In the traffic study signal installations were also proposed for the Court-Dorien one-way couplet. Last year it appeared that the City would be able to go ahead with this and we budgeted the State's share of the cost in the Traffic Division budget. It is estimated that the signalization would cost $40,000, of which the City was to pay half and the State half, or $20,000 each. The entire project would require $54,000 of City money and $121,000 of State funds.

The City asked that we give it an estimate of the cost of the contemplated work and I anticipate that it will be asking for some expression on our part as to the State's willingness to participate before it is put out for a bond election.

GSP:gm
Attach.
cc Mr. F. B. Crandall

G. S. Paxson

P

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MAY [illegible] - 1959
FOR FILING

5891

May 1, 1959

Mr. Andrew J. Browning
City Manager
City of Pendleton
City Hall
Pendleton, Oregon

Dear Mr. Browning:

In response to your letter of March 27, 1959, I have had a reconnaissance-type estimate made of two sections on Frazer Avenue which could become a part of the one-way couplet with Emigrant Avenue. You will note from the attached map that the section from S. W. 4th Street to S. E. 3rd Street would cost $32,450, with a connection at that point to Emigrant Avenue estimated at an additional $8,050, and the section from S. E. 3rd Street easterly to a connection via 9th Street is estimated at $103,000.

The Highway Commission would not have funds available to take on a project costing $135,000 even with the City participating in 25 per cent of the cost; therefore, it is my thinking that the City should not budget money for this improvement at this time. It might be feasible to finance a shorter $32,000 package; however, this would have to be presented to the Highway Commission as I do not have authority to make commitments, nor can I give you any indication as to the Commission's action. If the City wishes to go ahead with a project, I suggest that you so inform us and I will have the matter considered by the Commission when it is discussing allocations for the 1960 or 1961 construction program. If it were determined that a project could be financed in the 1960 season, the City would have ample time to budget the money for its needed 25 per cent in your 1960 budget. (I refer to the budget to be adopted in 1960).

I would appreciate having your comments on this matter and also would like to know what your ideas are for an easterly terminus for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc to: Mr. Forrest Cooper

FC:fn:ae

RECEIVED
APR 7 1959
FOR FILING

Salem, Oregon
April 1, 1959

Proposed one-way street
plan in Pendleton

Mr. Tom Edwards
Construction Engineer
O F F I C E

Emigrant - Frazer.
3rd & 4th

I am attaching a copy of a letter from the City of Pendleton in which it requests that some estimates be made on different schemes in connection with the one-way street plan.

Will you please give me a map with cost data of the various alternates so that the matter may be resolved.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

cc Mr. W. C. Williams

THE CITY OF PENDLETON

TELEPHONE 3640
Pendleton, Oregon

OFFICE OF
The City Manager

March 27, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

After discussing the proposed one-way couplet of Emigrant and Frazer Avenues in Pendleton, it appears that there will be some strong opposition to the prohibition of curb parking along S. E. Emigrant, particularly in the block between S.E. 3rd and S.E. 4th Streets. Rather than to proceed further with the present plan and risk abandonment or postponing of the project, I would like to request that two alternates be studied.

The first alternate would be to open a street to join S.E. Frazer west of S.E. 3rd with S.E. Frazer east of S.E. 4th, thereby continuing the couplet on east to S.E. 9th or 10th.

The second alternate would be to extend S.E. Frazer, as it exists west of S.E. 3rd, on easterly, either in a straight line or curving north, to intersect S.E. 4th between Emigrant and Frazer.

The second alternate would be the less expensive of the two, because of less right of way and construction costs. Either of the alternates would remove most of the opposition to prohibited curb parking and in addition, would allow better connection with S.E. 3rd Street, which carries traffic to and from the present High School and south hill. The freight terminal on the north side of S.E. Frazer between 4th and 5th would have better access, also.

Before going any further with the present proposal, I would like to know whether or not the alternates outlined above would meet with the approval of your department, and how cost estimates and probable degree of State financing would be affected. It has been our intention to include funds in our 1959-60 budget for this improvement. An early answer to these questions will be necessary if this is still to be accomplished.

Let me take this opportunity to thank you and the several members of your department for the aid which has been given us in our numerous street and highway problems.

Sincerely yours,

Andrew J Browning

Andrew J. Browning
City Manager

cc: City Engineer

RECEIVED
MAR 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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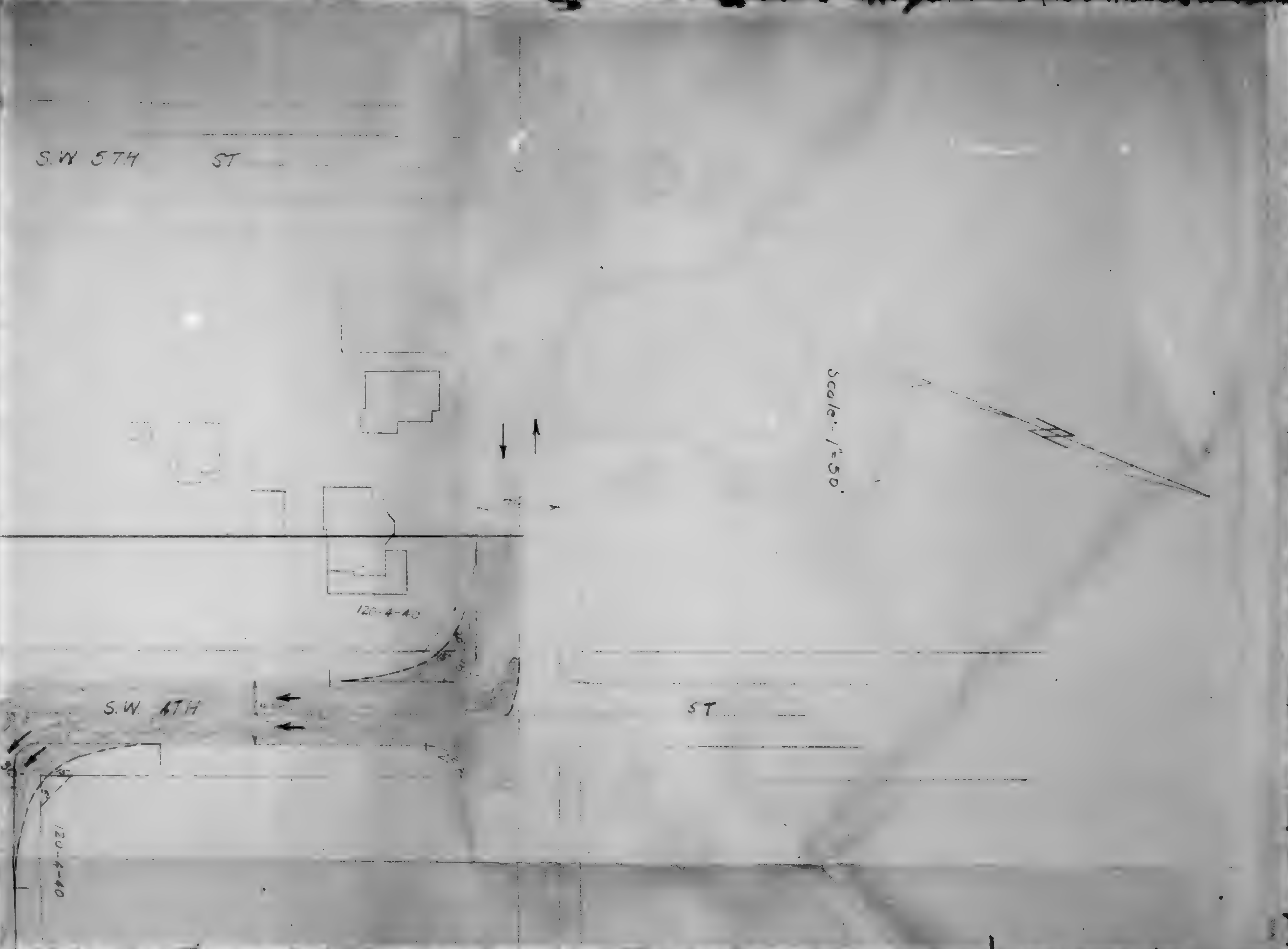
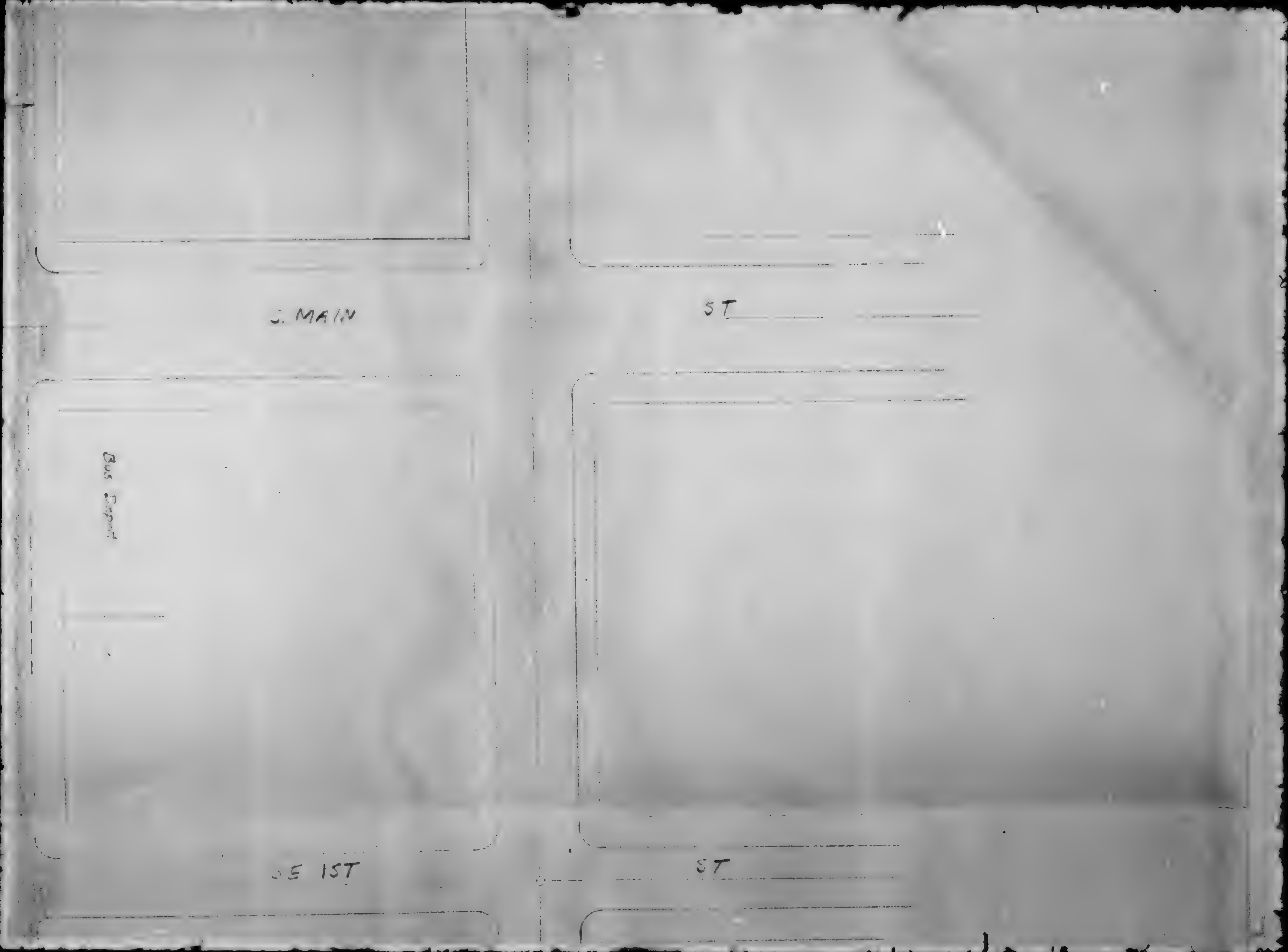
MAR 3 0 1959

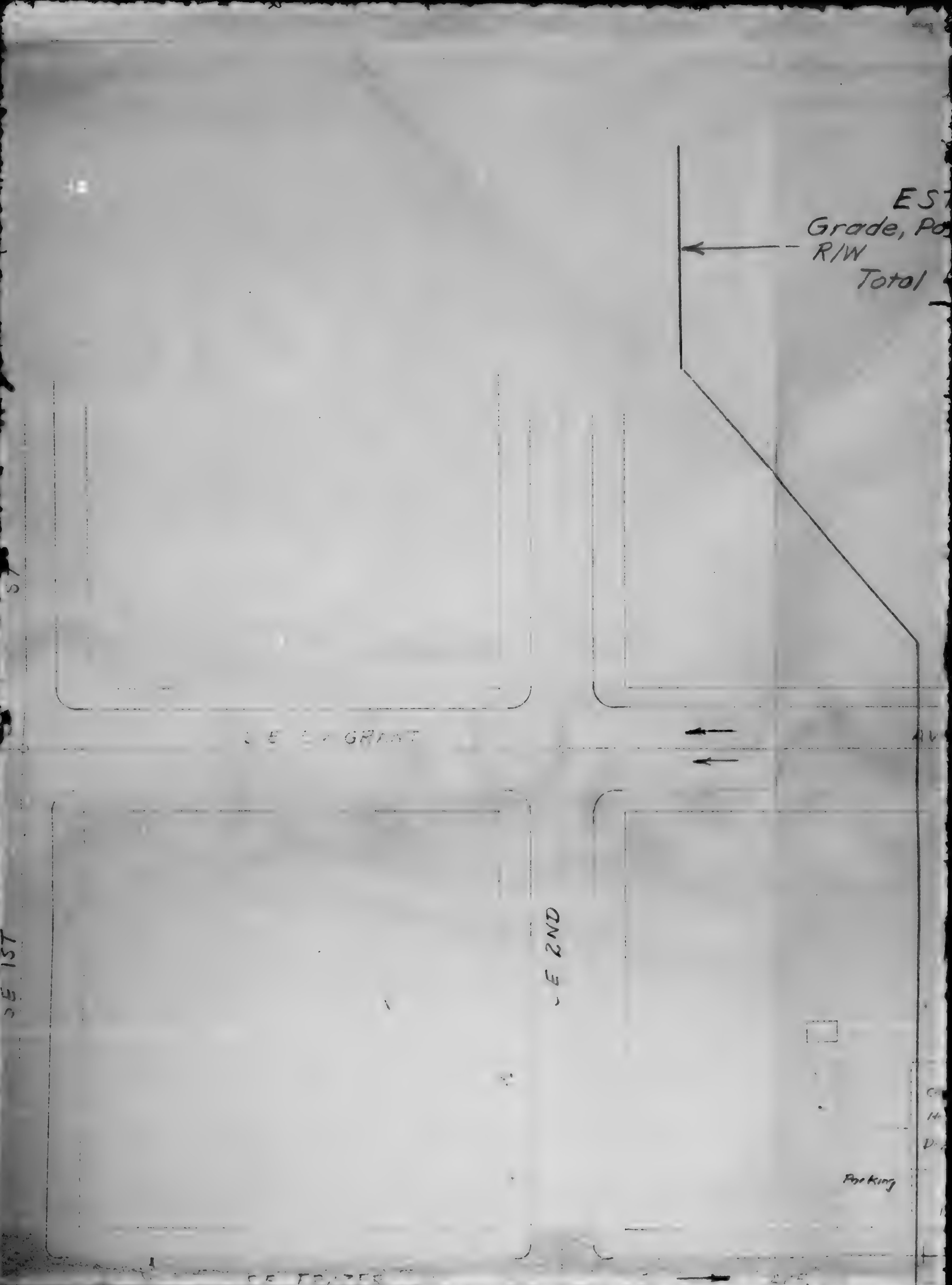
S.W. 6TH
ST.


S.W. 5TH ST
N
Scale: 1"=50'
120-4-40
S.W. 4TH
ST
30
120-4-40

S.W. EMIGRAN
ST
S.W. 2ND
S.W. 3RD
4-40

SW 2ND
ST
AVE
AVE
SW 1ST
ST

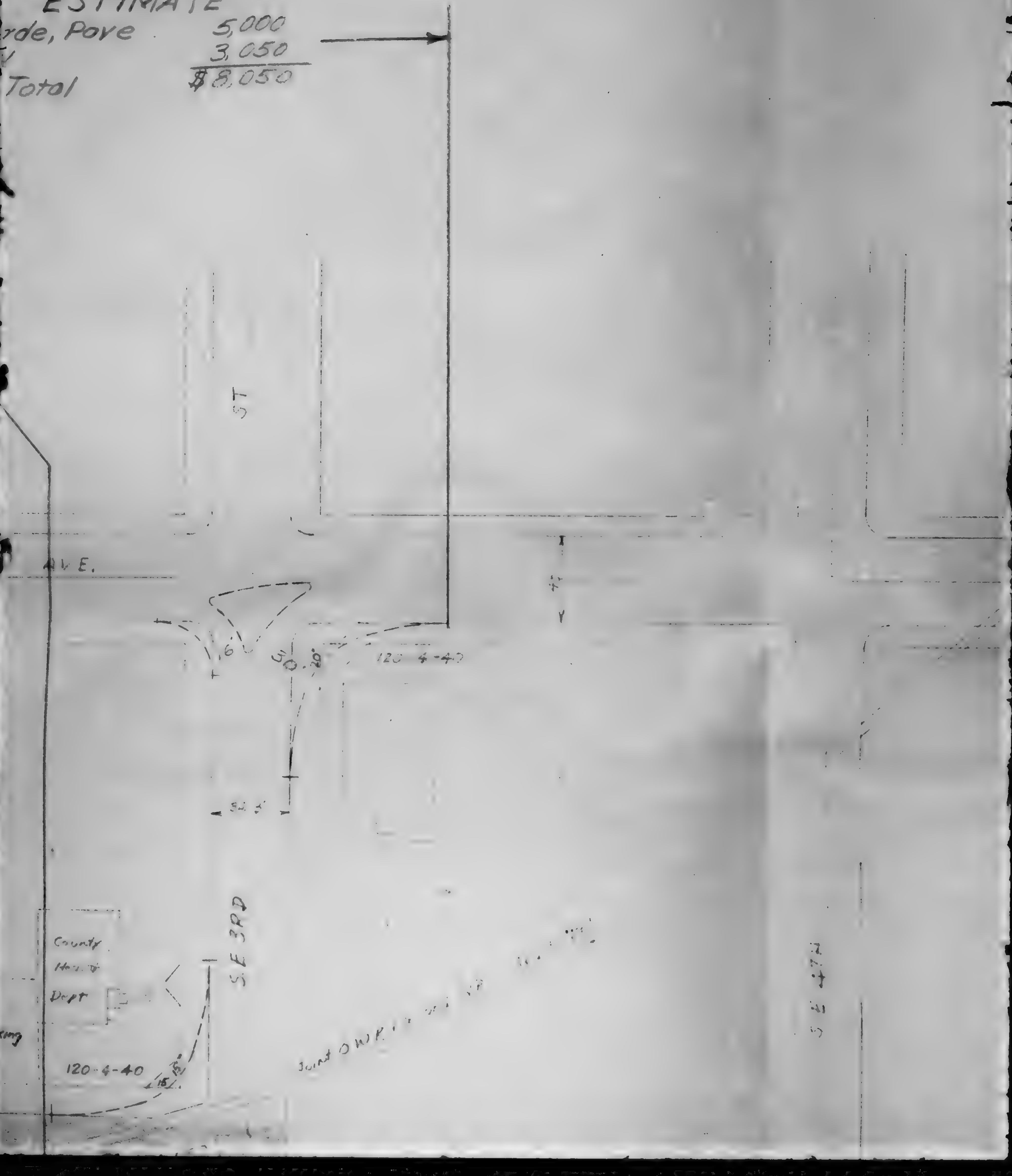

S MAIN
ST
Bus Depot
S E 1ST
ST

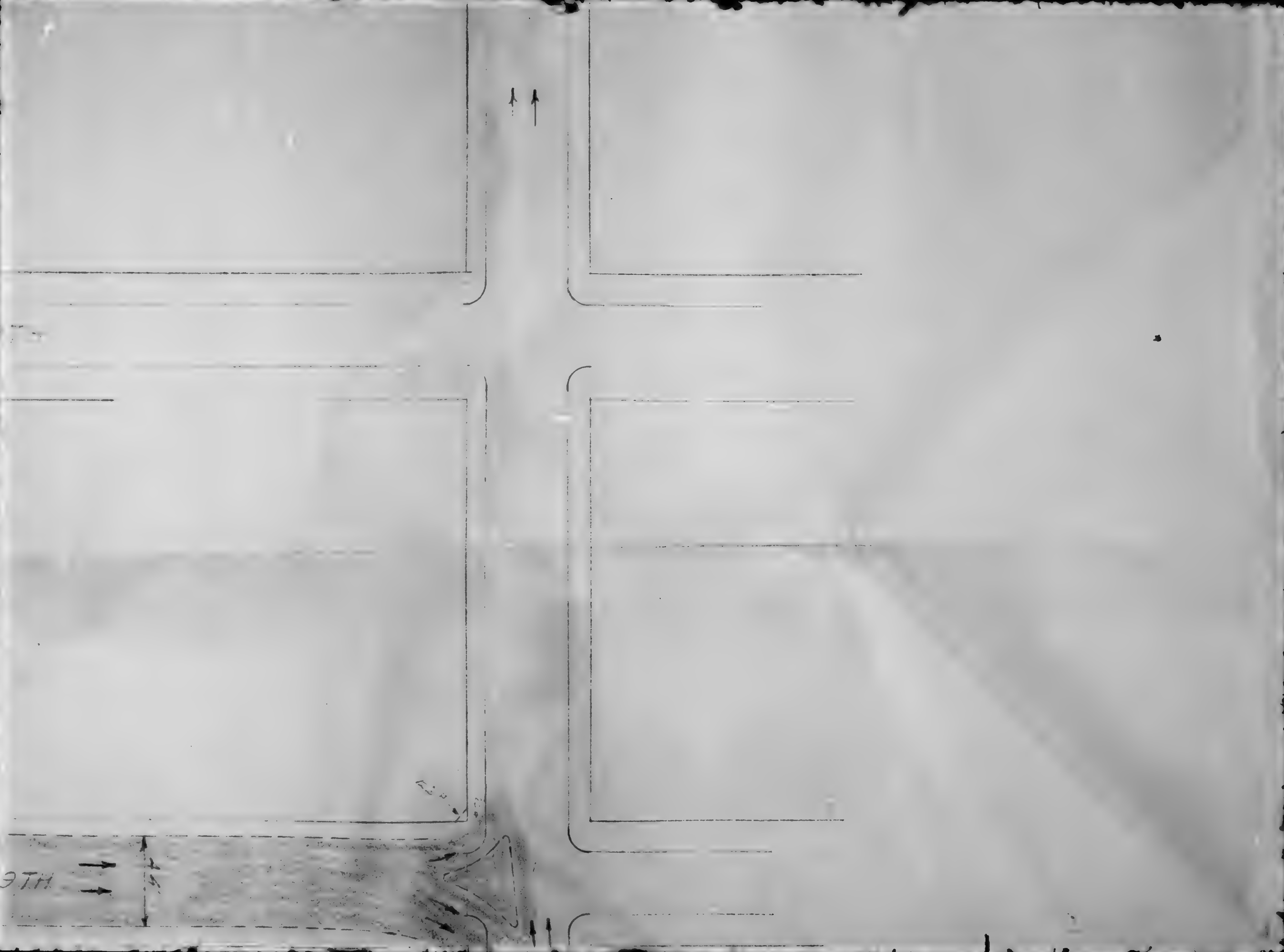


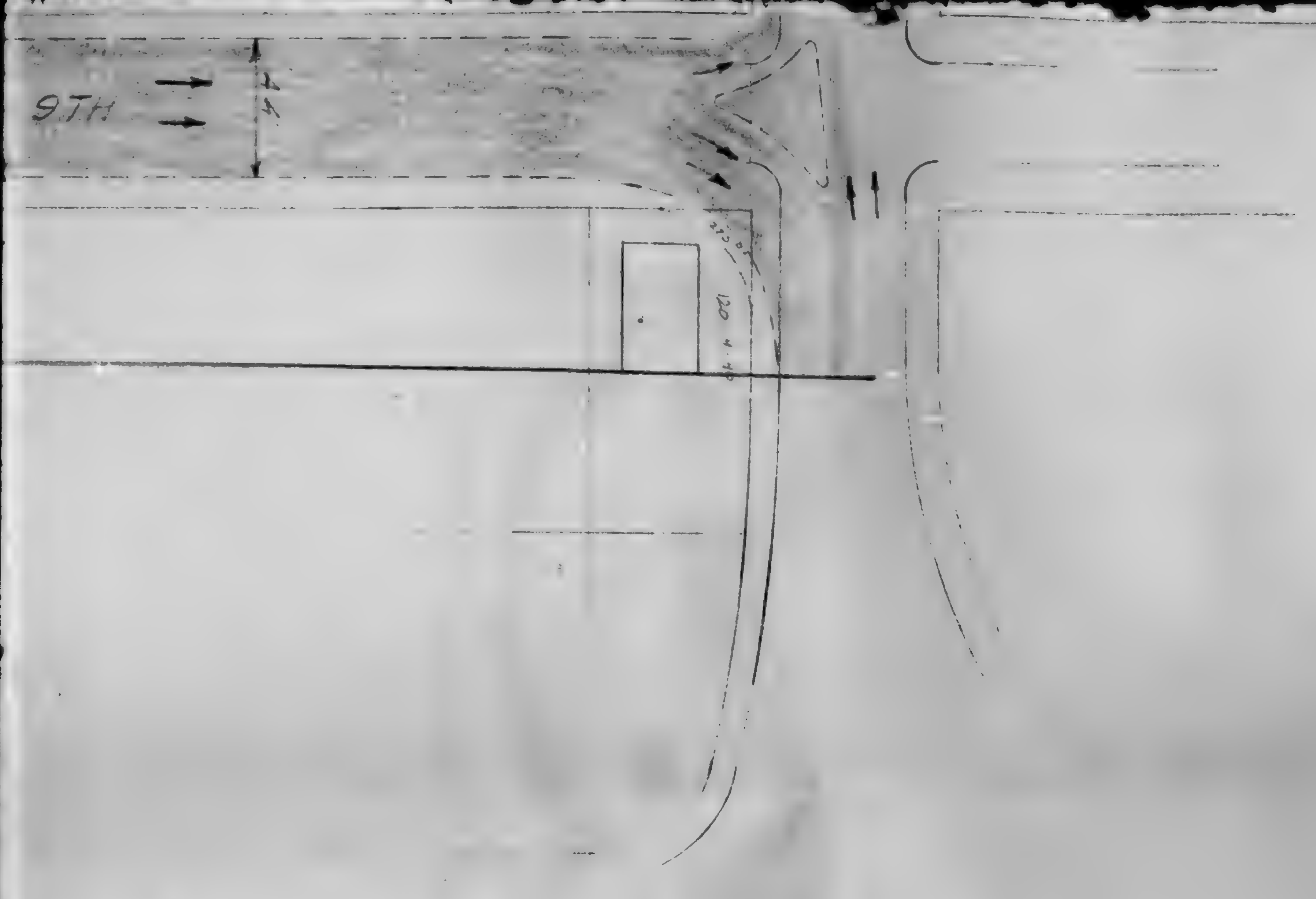
EST
Grade, Po
R/W
Total
ST
S E GRANT
AV
S E 1ST
S E 2ND
Parking

ESTIMATE

rde, Pave	5,000
	3,050
Total	$8,050



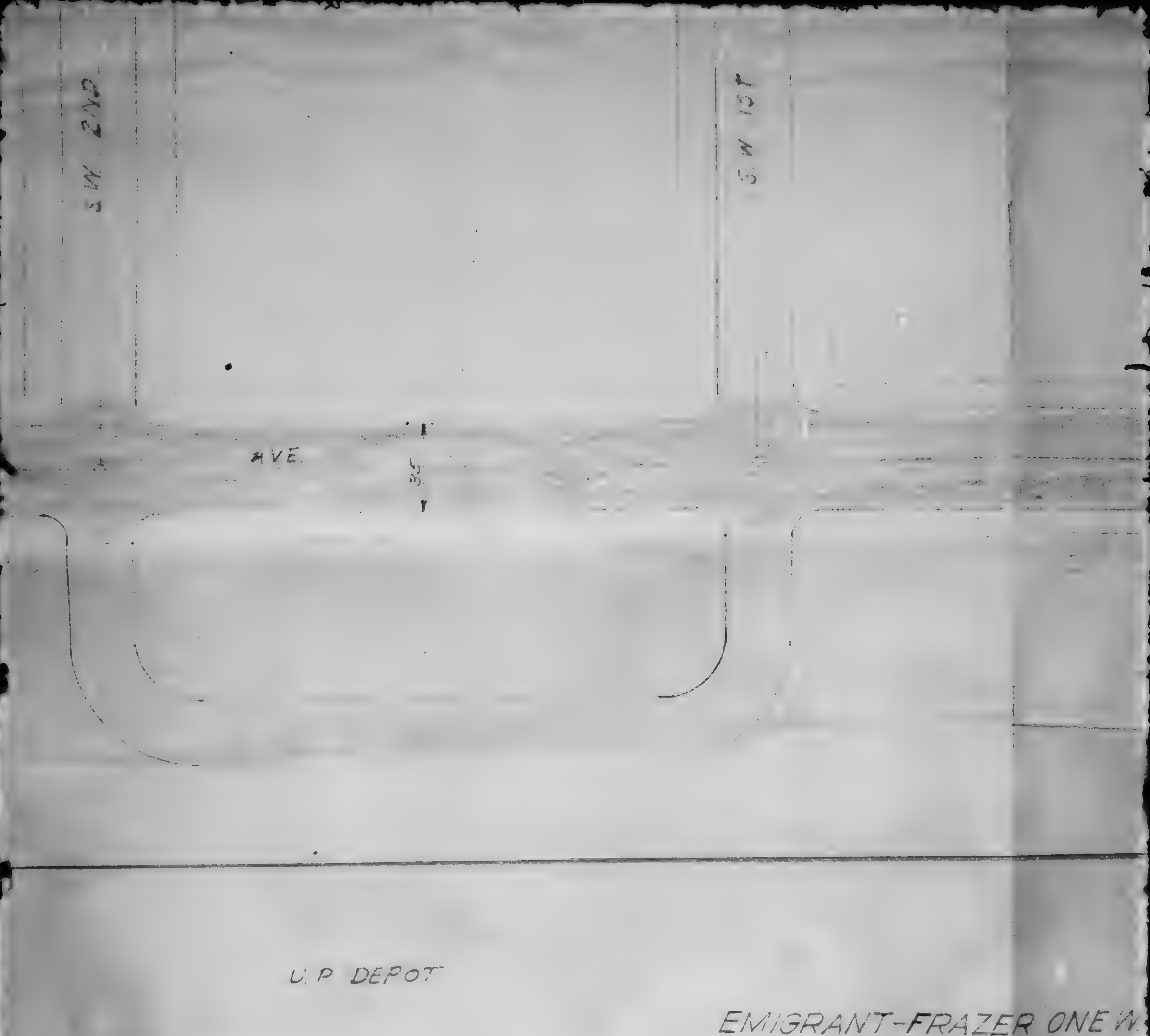

9TH
46'


9TH
44
120 4.40
10TH

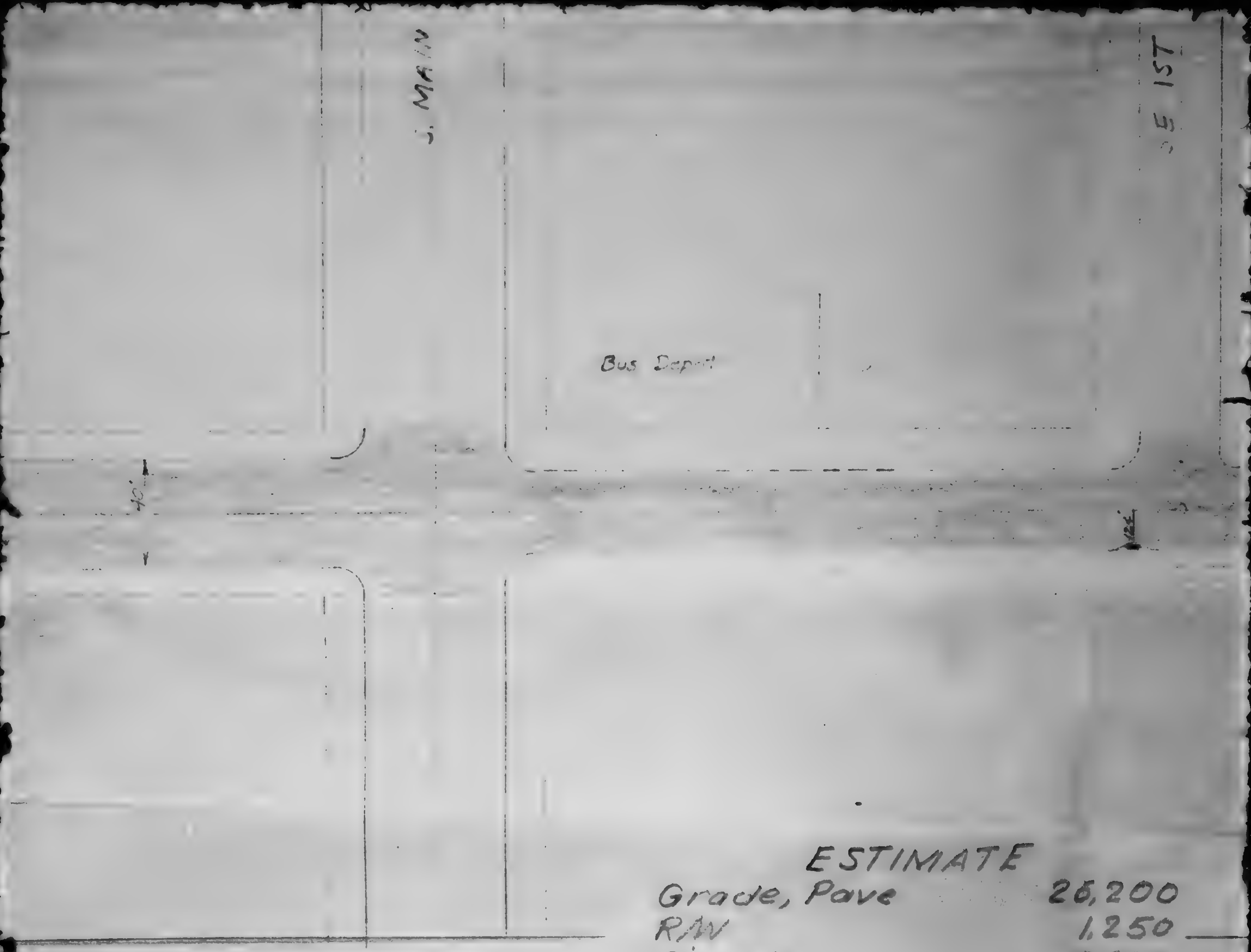
S.W. 6TH

S.W. 5TH ST.
S.W. 4TH
120-4-40
16
90
25 R

S.W. 3RD
0-4-40
35'
S.W. FRAZER



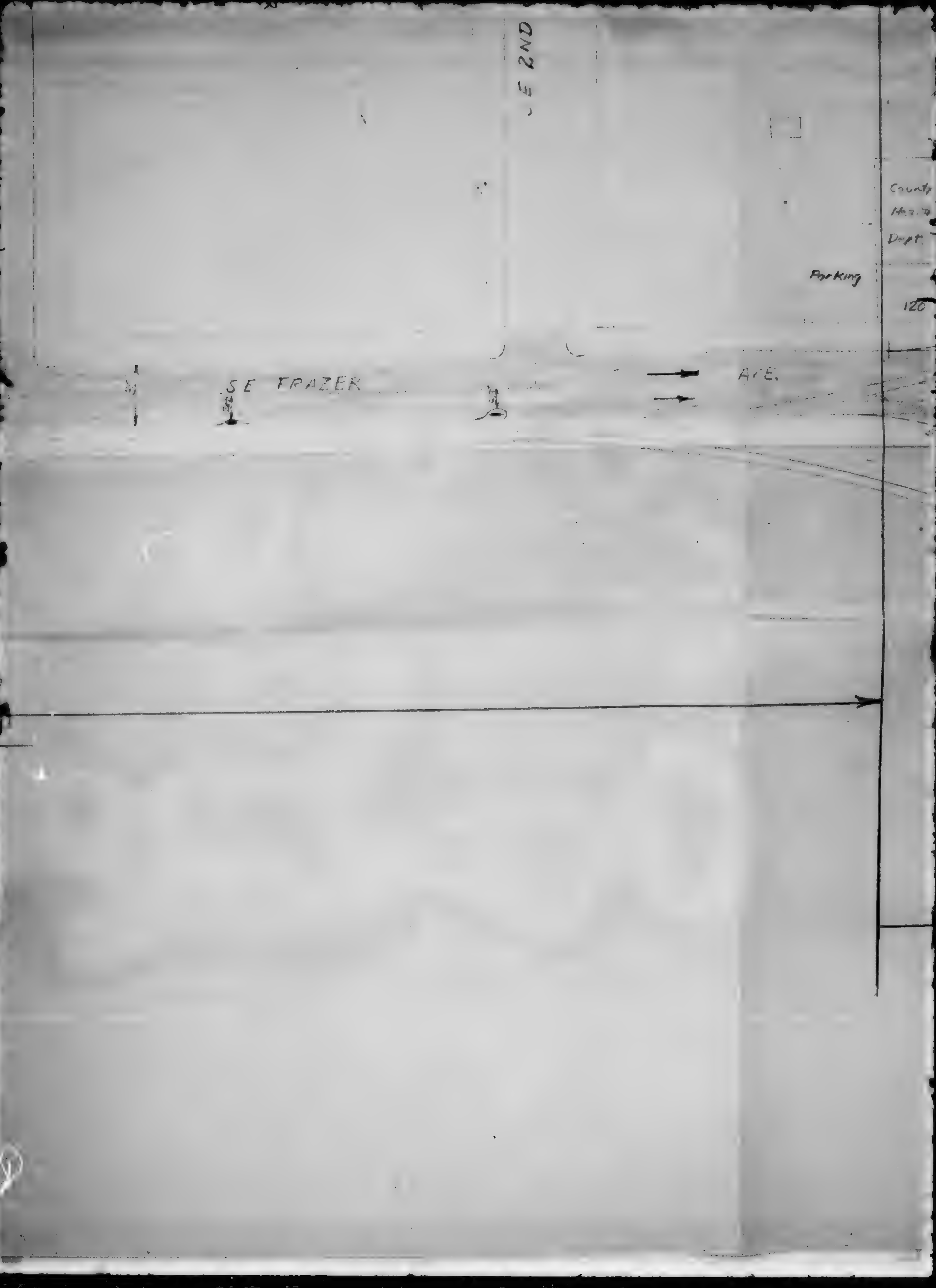
EMIGRANT-FRAZER ONE W
PENDLETON
Scale:-1"=50'
ALTERNATE

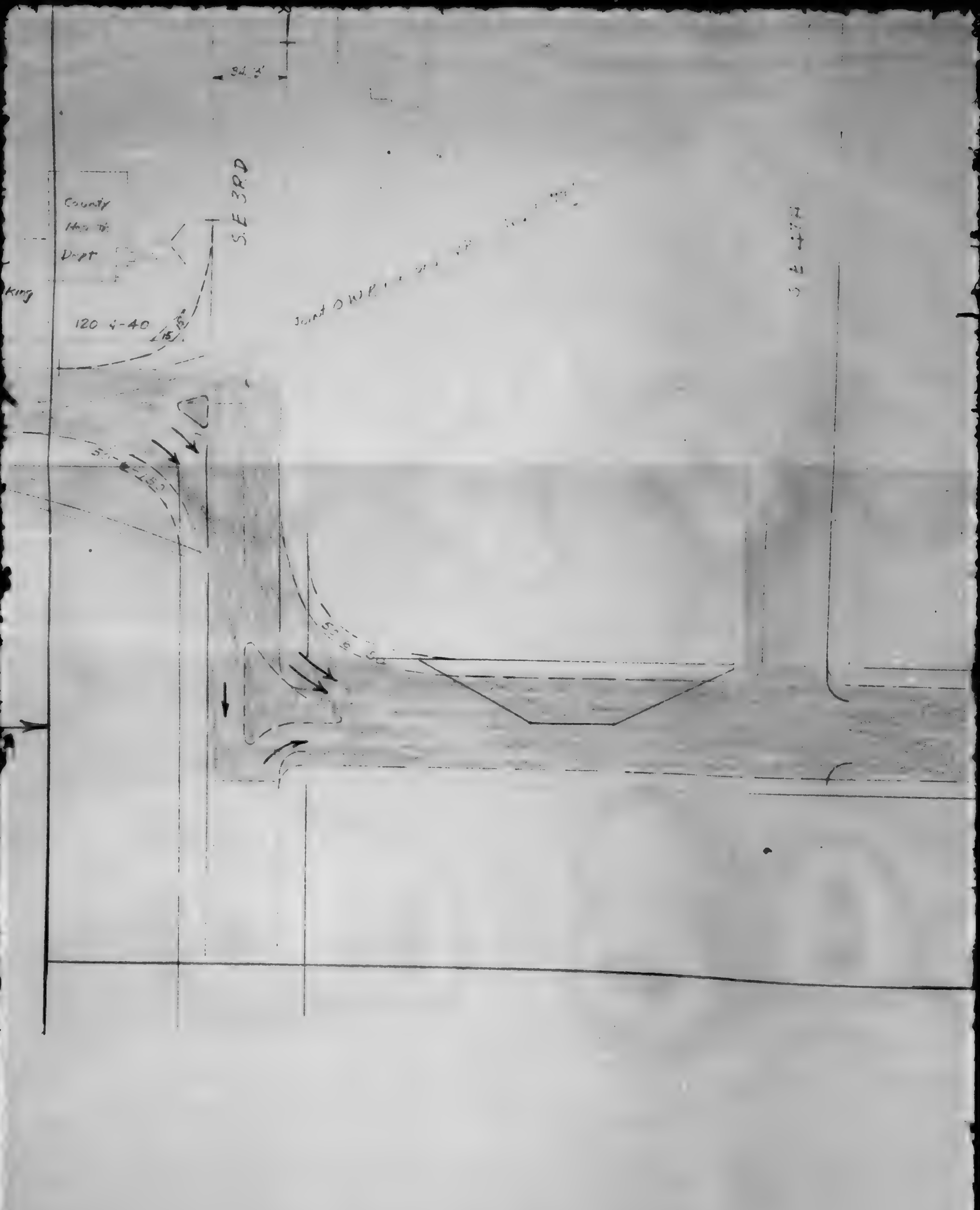


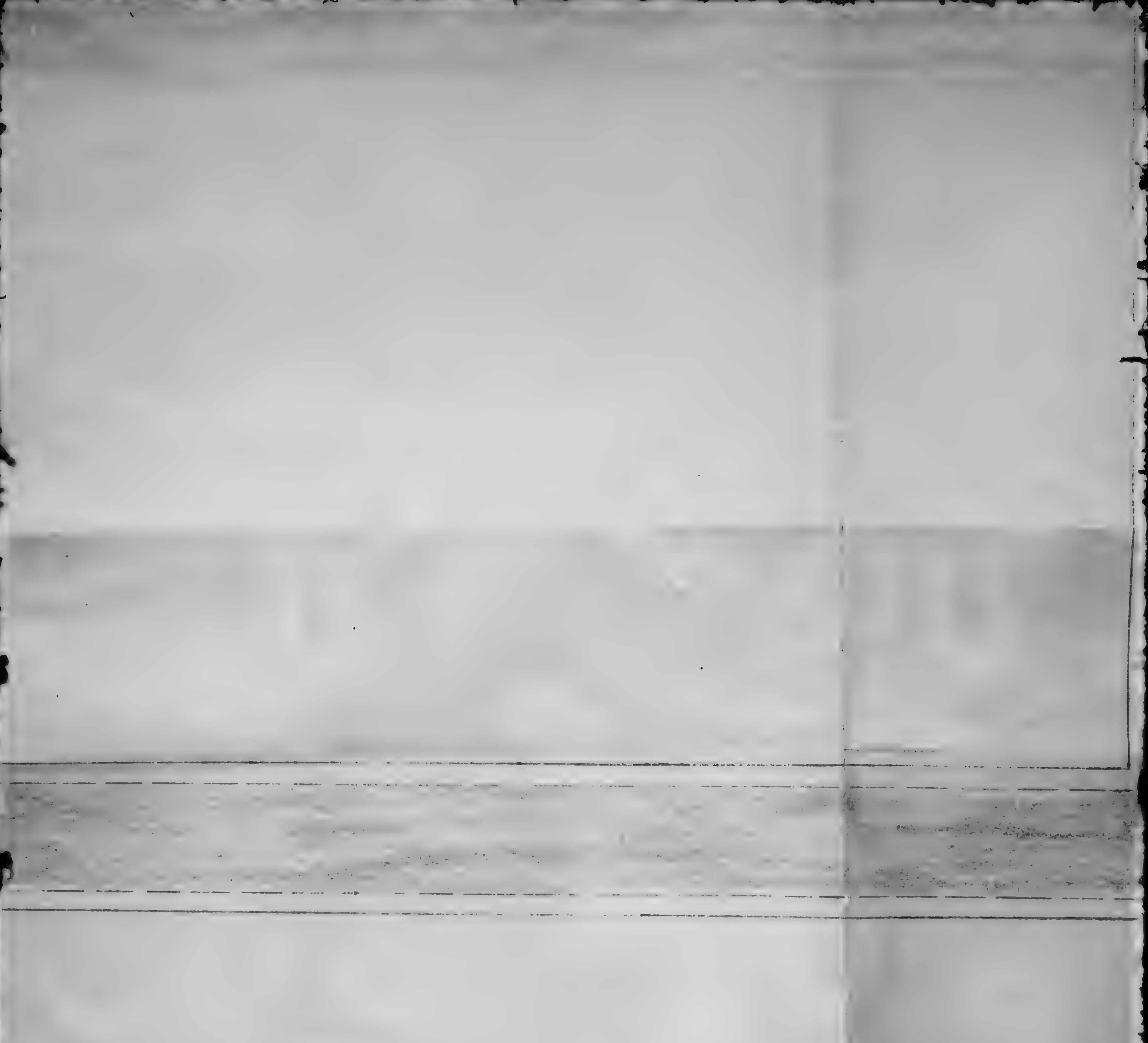
ESTIMATE

Grade, Pave	26,200
R/W	1,250
Signals	5,000
Total	$32,450

ONE WAY PLAN
TON
March 1959
ATE


SE 2ND
SE FRAZER
AVE.
County
Health
Dept.
Parking
120

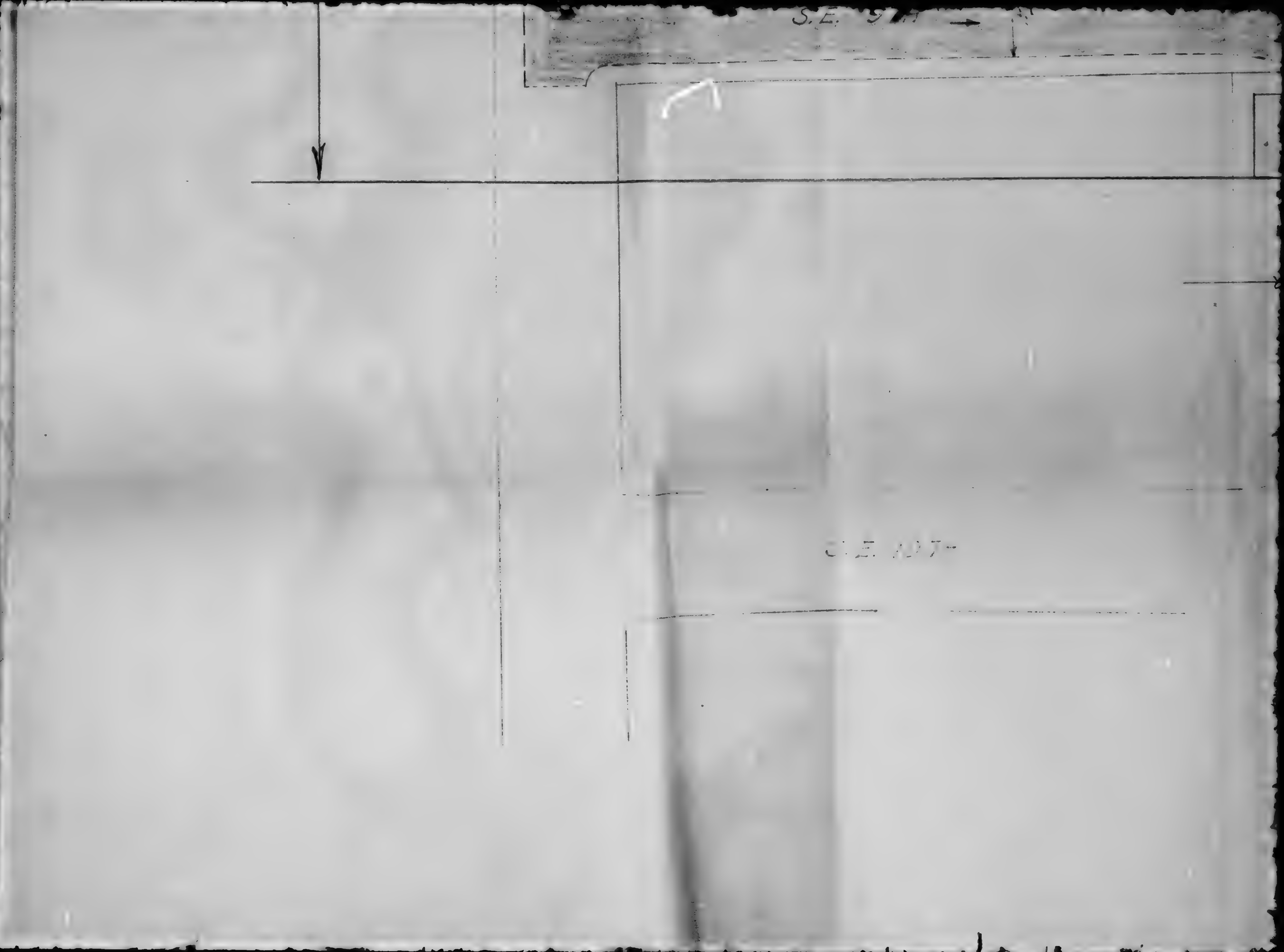

34.3'
County
Health
Dept
king
120 & 40
15
15
S E 3RD
Joint OWNER
S E 4TH
50
50
50 & 50


Gra
R/W

ESTIMATE

Grade & Pave	93.000
R/W	10.000
Total	$103.000

S.E.
S.E. 9TH
44'


S.E. 9A
S.E. 10J

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

salem, Oregon
March 18, 1959

SUBJECT: Emigrant-Frazer One-Way Couplet
Pendleton

To:

G. S. Paxson
Asst. State Highway Engineer
Office

1074

This is to advise that Mr. D. J. Barbee, Assistant Construction Engineer: Mr. J. Al. Head, Assistant Traffic Engineer; and Mr. Dennis L. Peterson, Engineer Economist; met with City Manager Andrew J. Browning and City Engineer Gerald Ulett in Pendleton on Wednesday, March 11, and discussed with them the possibility of installing a one-way couplet on Emigrant and Frazer Streets in the city of Pendleton between SW Fourth Street and SE Third Street.

A copy of the attached map was given to the City of Pendleton. We discussed with them the necessity of prohibition of parking rather than implementing expensive widening. There were several suggestions made by the City's representatives which are in variance with the attached plan, and they will be writing to Mr. Williams with their alternate suggestions to our original proposal. Some of these suggestions will be as follows:

1. That SW Frazer Avenue be widened on the north side between SW Main Street and SE Secomd Street sufficiently to provide parallel parking. This would mean an additional seven feet. Trafficwise, such would function properly, and there is some justification in view of abutting properties and the need for parking in this area -- especially in light of the stage depot which is located in the northeast quadrant of the intersection of SW Main Street and Frazer Avenue.

2. The City feels that they can prevail upon the Pacific Power and Light Company to move the power poles on the south side of SW Frazer Street between SW Main Street and SE First Street. This would definitely be an advantage as the present poles are inside the existing curb line and would pose a definite traffic hazard.

3. They felt that there would be a possible need for enlarging the existing curb radius in the southwest quadrant of SE Third Street and SW Frazer Avenue -- this being occasioned because SE Third Street is the main access to the residential area south of town. Traffic presently approaches by using SE Third Street north of Frazer, but under the one-way traffic operation, such movement would have to be re-routed westbound on Frazer making a right turn to proceed south on SE First Street.

4. That parking be prohibited on both sides of SE Dorian Avenue, east of SE Third Street, to SE Fourth Street. This will create considerable hardship on abutting properties. We pointed out to them, however, that in the original Pendleton Report in Proposal No. 2, this recommendation was made at that time. So, the prohibition of parking along this section is nothing new.

5. There is some concern over the prohibition of parking in the westerly half of SW Emigrant Street between SW Fourth and SW Third Streets. However, they felt that they could accomplish this without any undue concern.

6. It is entirely possible that there might have to be some additional cost for strengthening the pavement on SW Frazer Avenue between SW Second Street and SW Fourth Street. Only a detailed study at a later date could determine the necessity of this.

The City of Pendleton, through its City Manager, will write to Mr. Williams, formalizing the City's reaction to this proposal. The point of financing was brought up, and we told them that the Department's usual policy was 50-50 on traffic signals, 25% City-75% State on construction projects; and that we were not sure as to the Department's policy on right-of-way, that is, whether the City had to furnish it exclusively at its expense, or whether the right-of-way was a part of the total project which was split 25% City and 75% State.

We did not mention to them the Medford agreement, whereby the traffic signals, right-of-way and the grading-paving costs were all added into a total package and a 75% State-25% City split was made at this point. Therefore, the financing of this project can be considered open to negotiation in any manner that you see fit.

F B Crandall

F. B. Crandall
Traffic Engineer

JAH:njs
Attachments

cc: Borrest Cooper
Tom Edwards
J. D. Barbee

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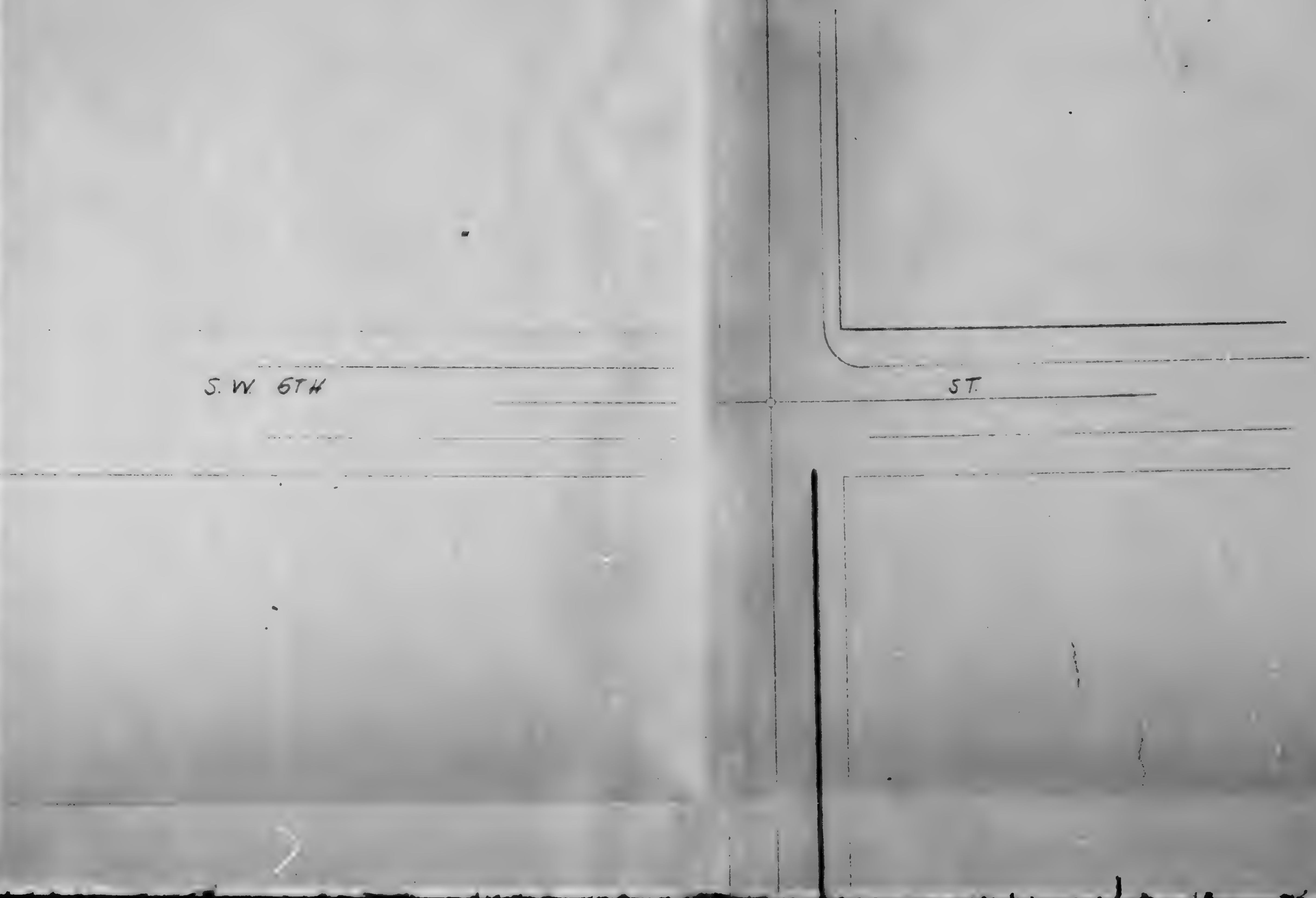
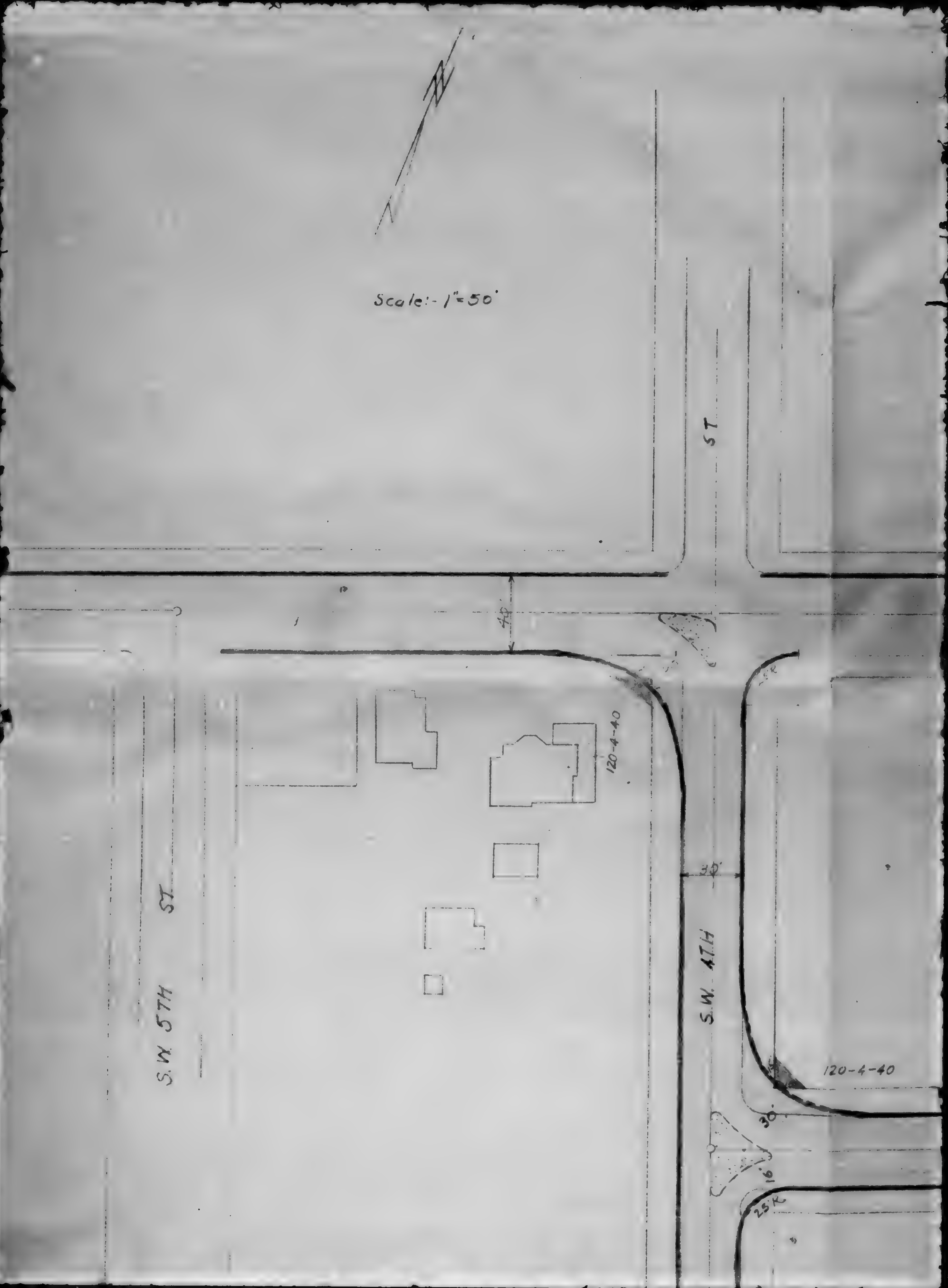
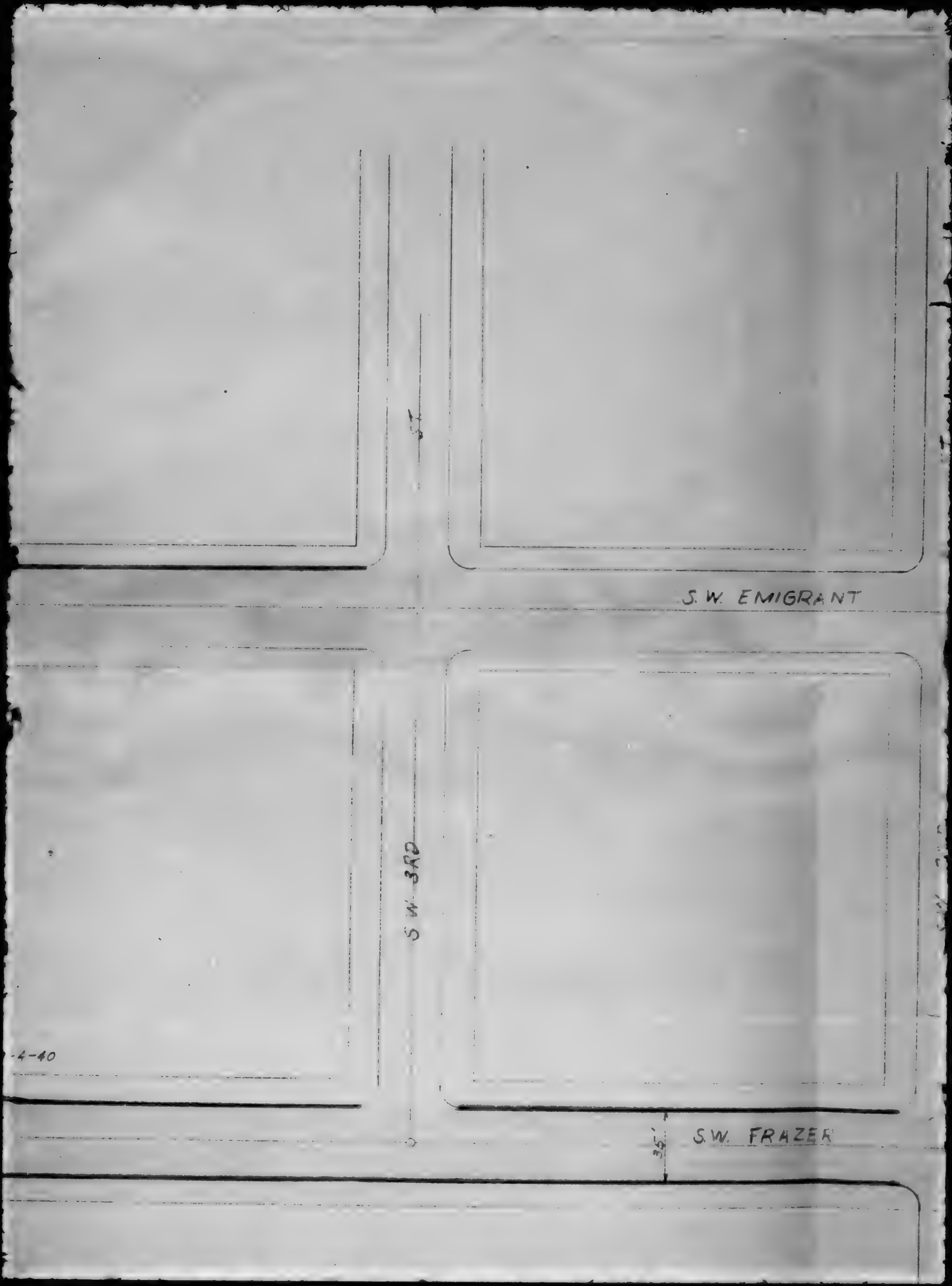
MAR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

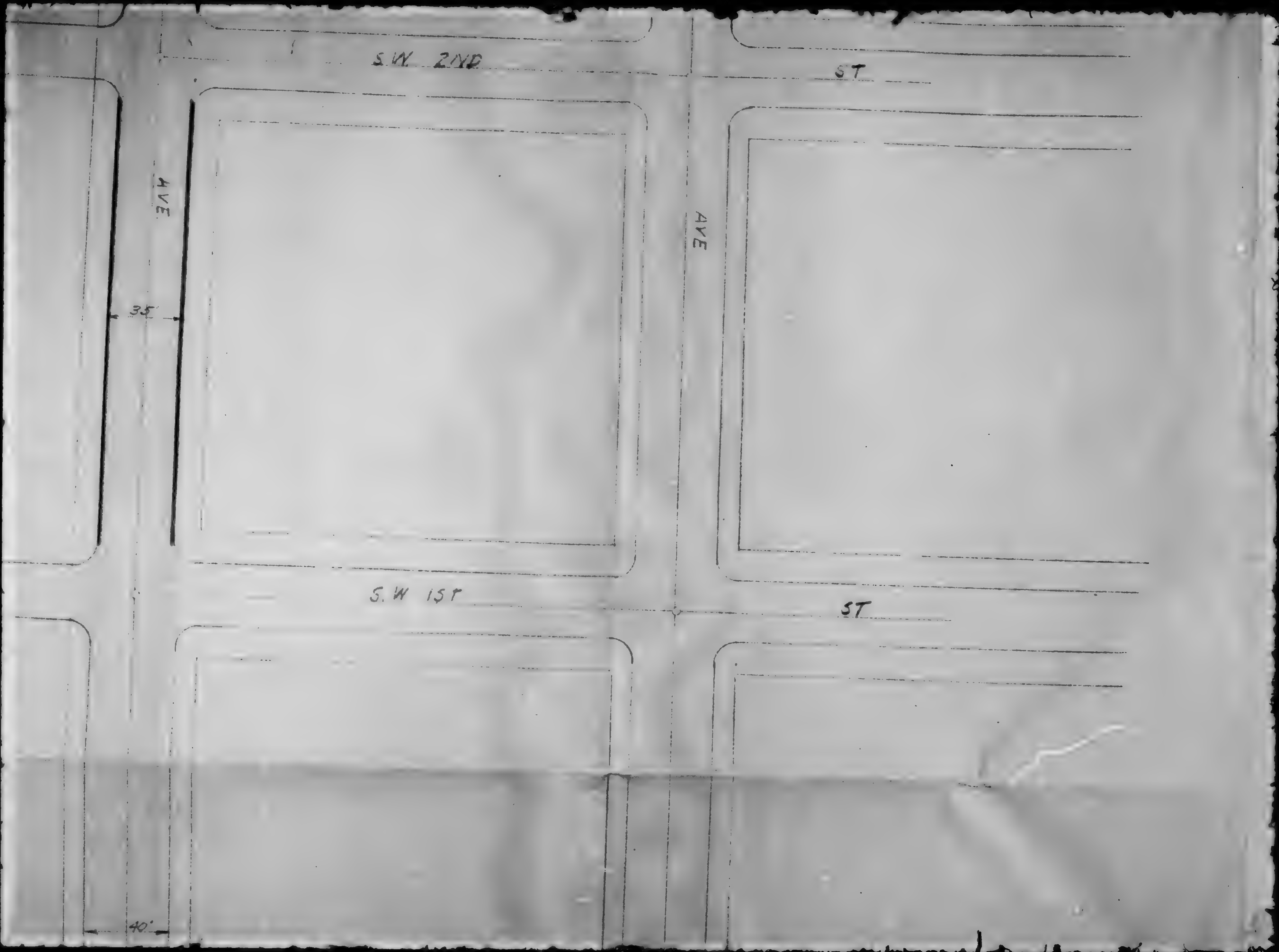


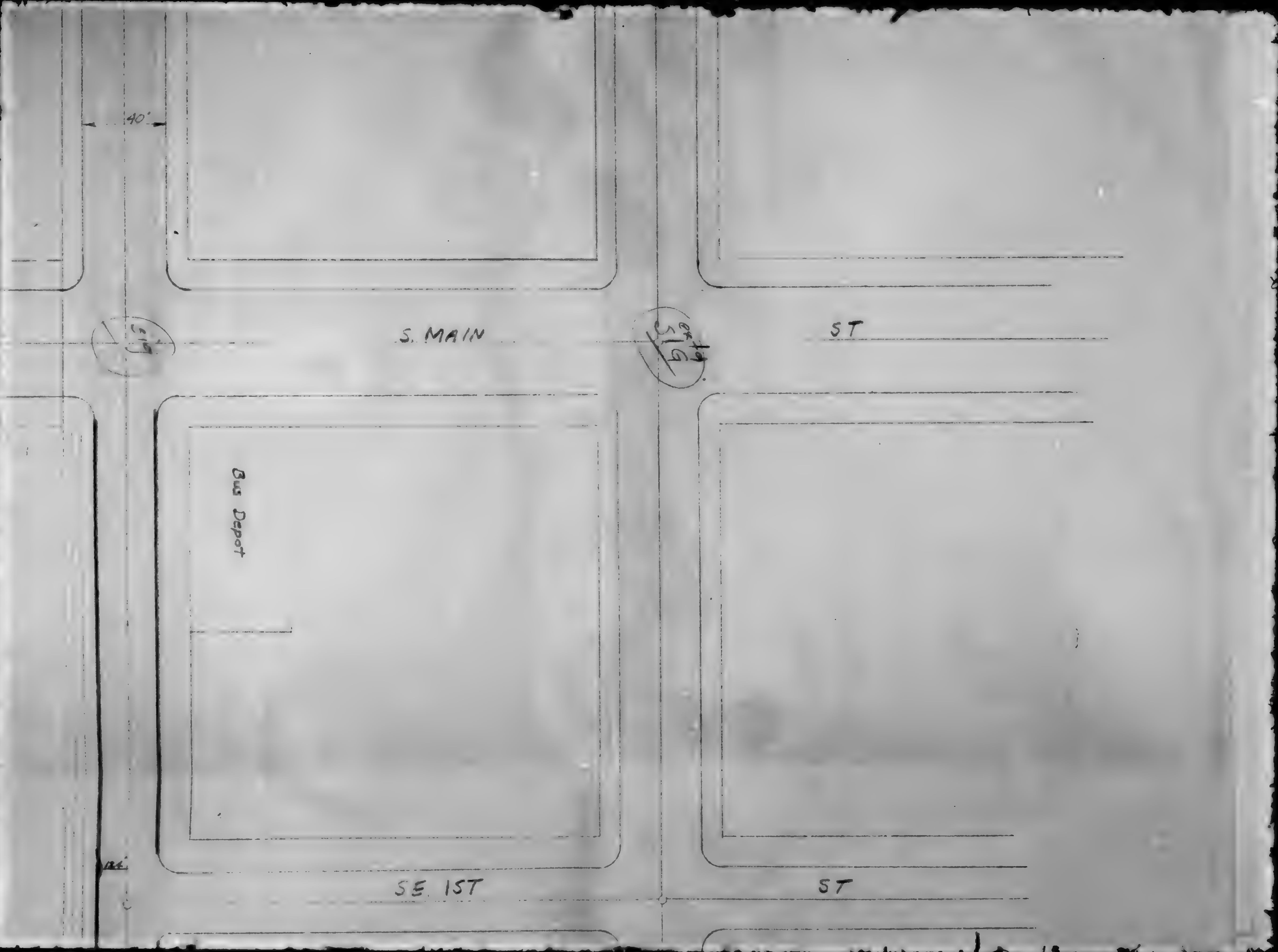
S.W. 6TH
ST.


Scale:- 1"=50'
ST
40'
120-4-40
30'
S.W. 5TH ST.
S.W. 4TH
25'R
120-4-40
30
16
25'R

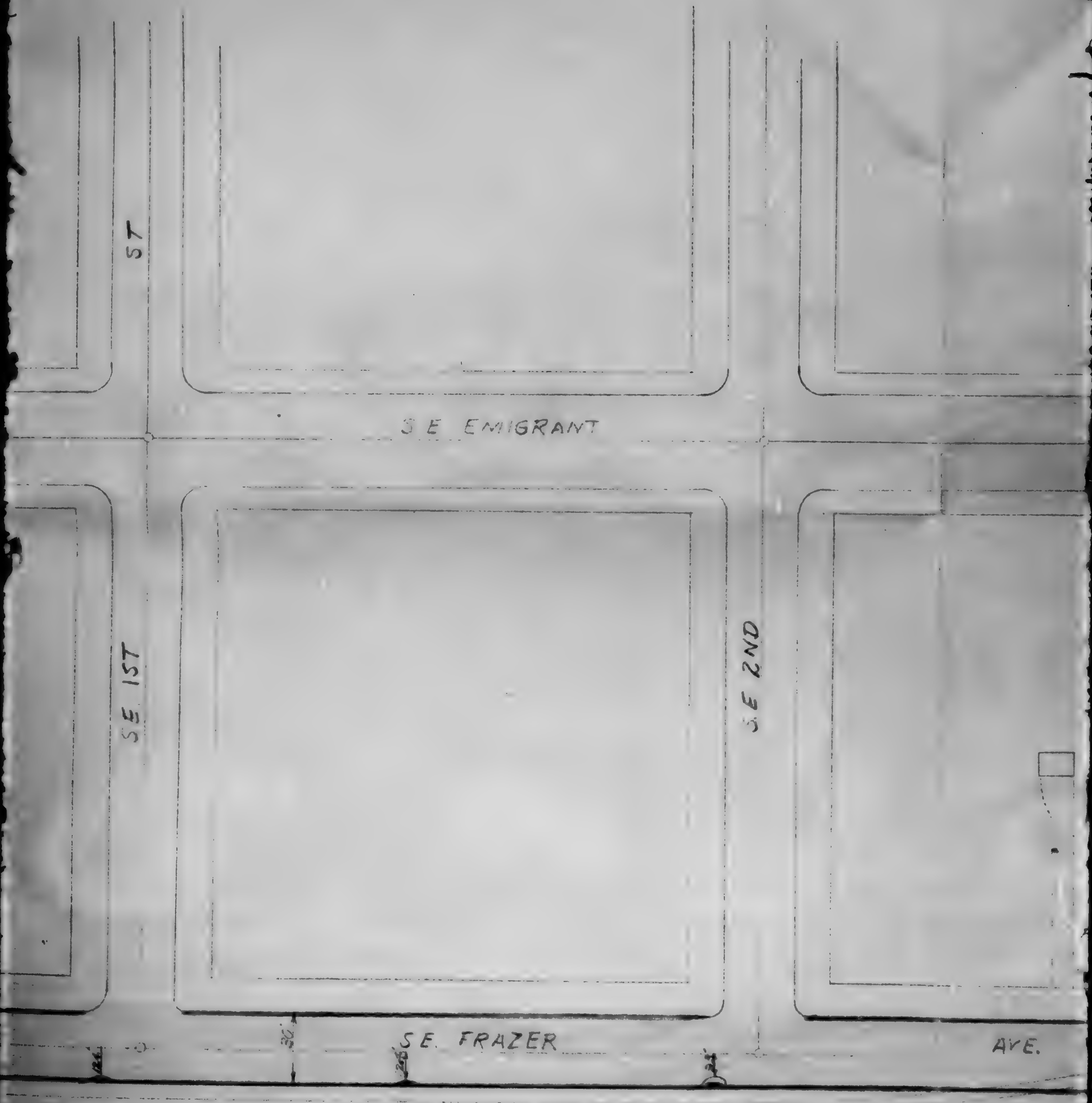


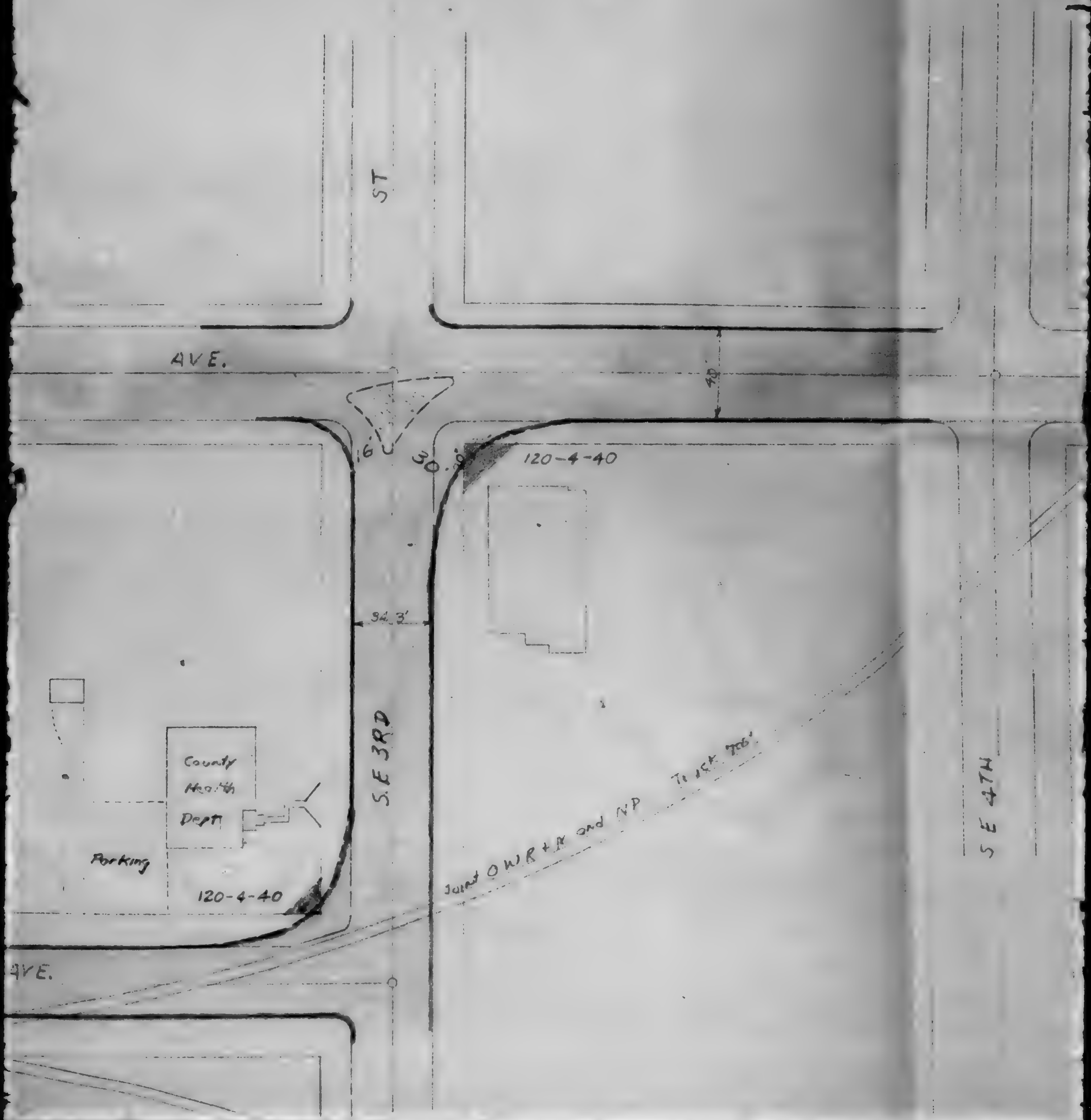
S.W. EMIGRANT
S.W. 3RD
S.W. FRAZER
35'
-4-40

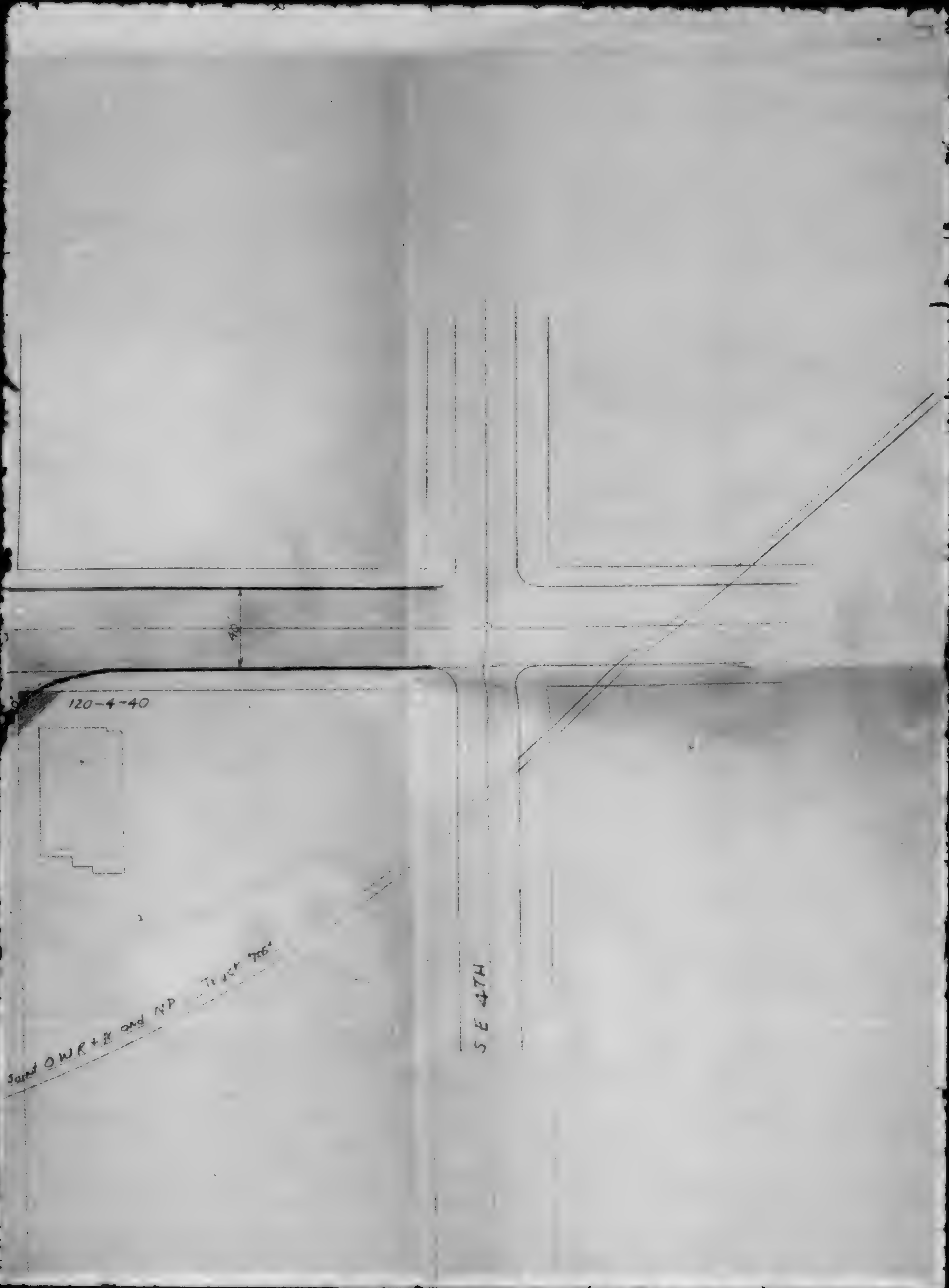

S.W. 2ND
ST
AVE
AVE
35'
S.W 1ST
ST
40'



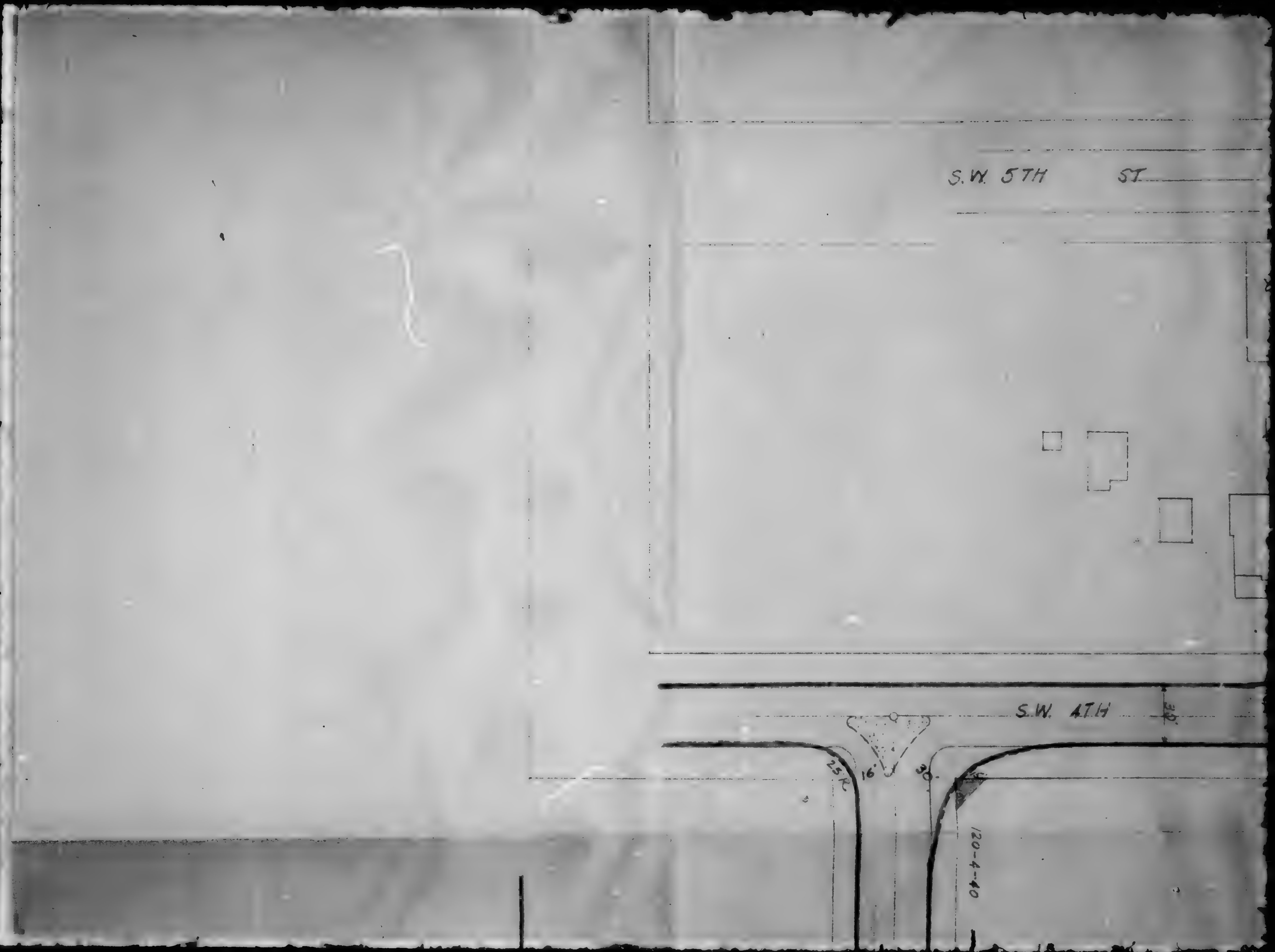
40'
S. MAIN
ext'g
SIG
ST
SIG
Bus Depot
SE 1ST
ST

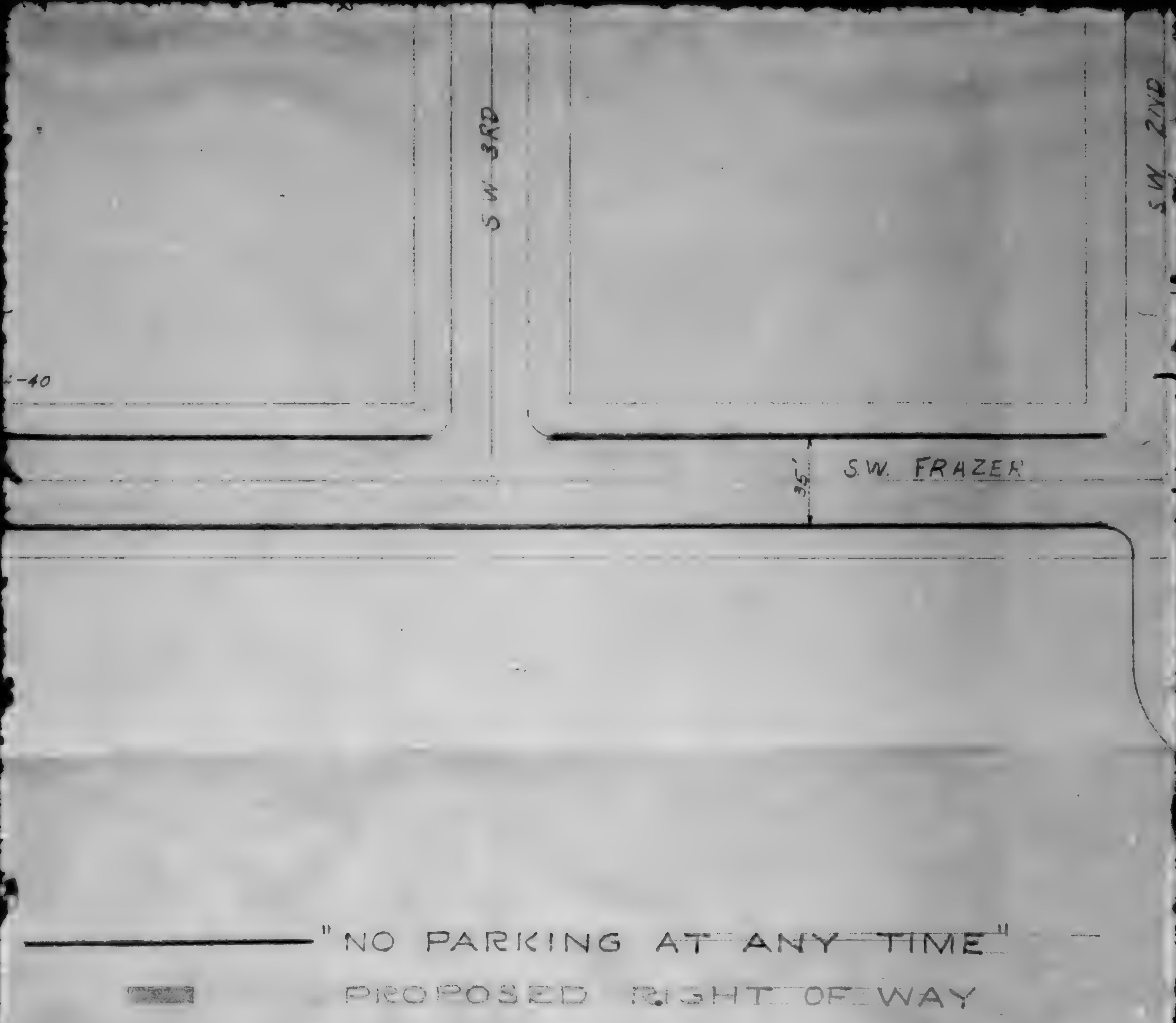

ST
S.E. EMIGRANT
SE 1ST
S.E 2ND
30'
S.E. FRAZER
AVE.

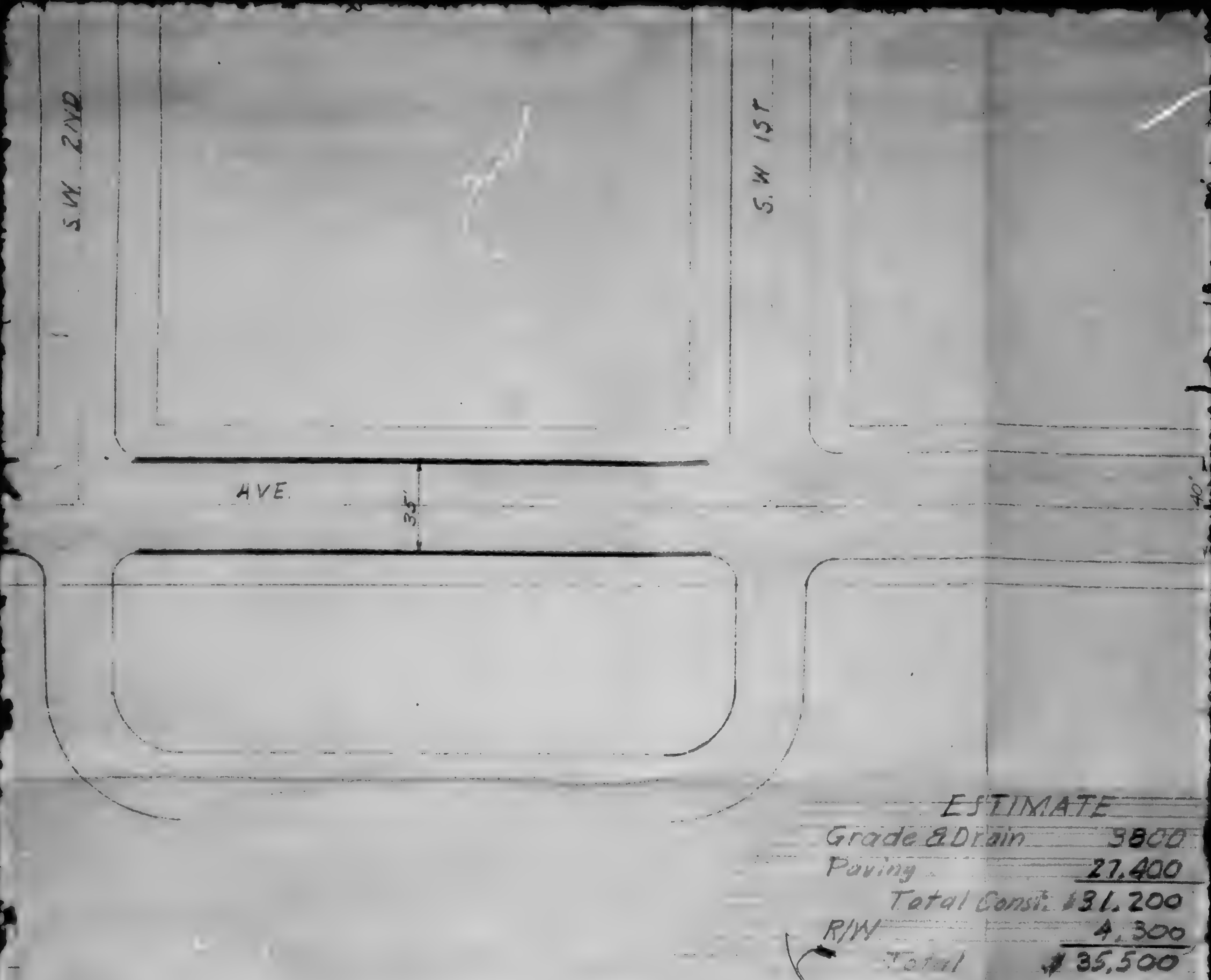

ST
AVE.
40
16
30.0
120-4-40
34.3'
S.E 3RD
County
Health
Dept.
Parking
120-4-40
Joint OWR+N and NP Track 706'
S E 4TH
AVE.


40'
120-4-40
Joint O.W.R+N and NP Track 706
SE 4TH

S.W. 6TH


S.W. 5TH ST.
S.W. 4TH
30'
25'R
16'
30'
120-4-40

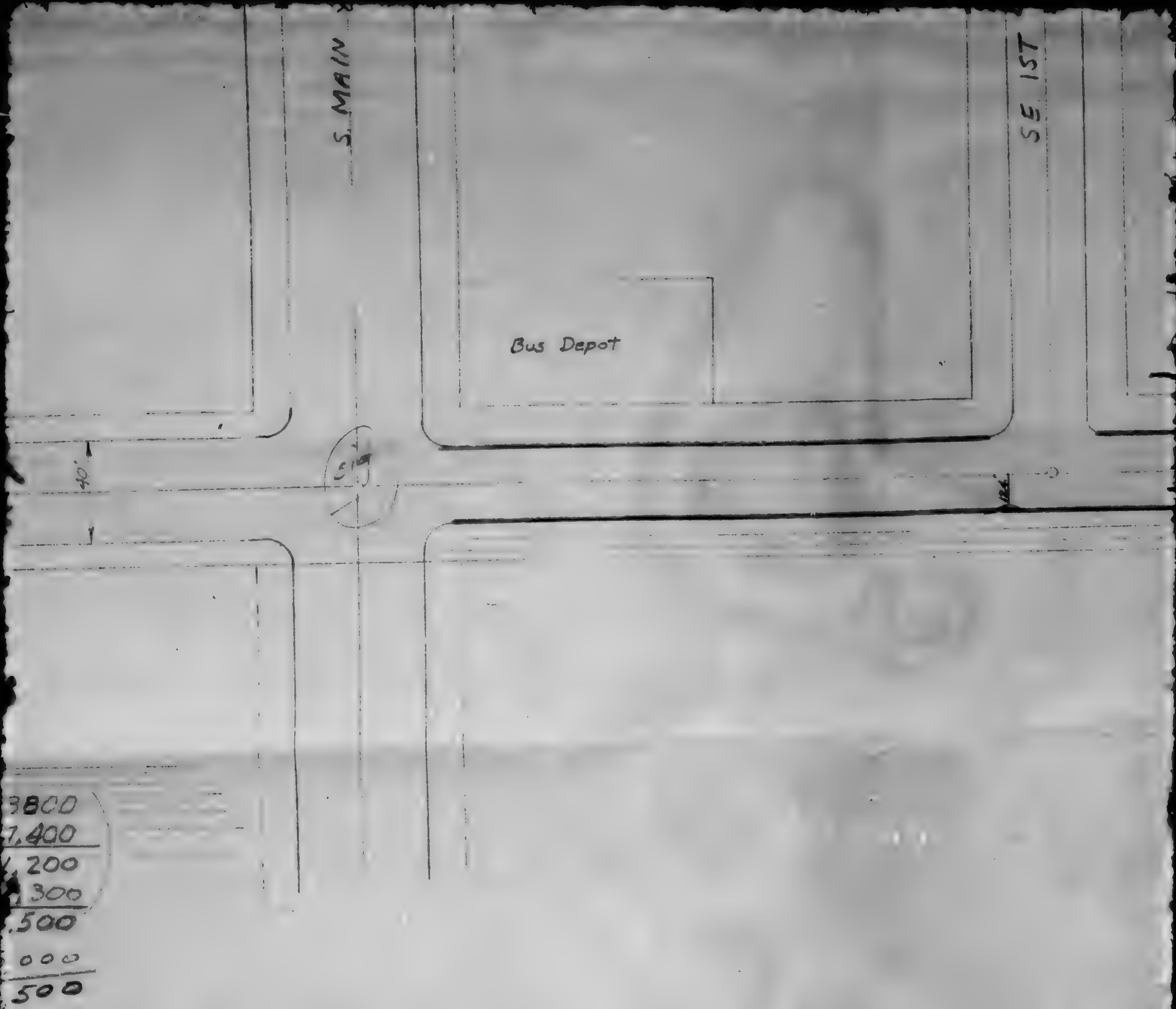

S.W. 3RD
S.W. 2ND
-40
35'
S.W. FRAZER
"NO PARKING AT ANY TIME"
PROPOSED RIGHT OF WAY



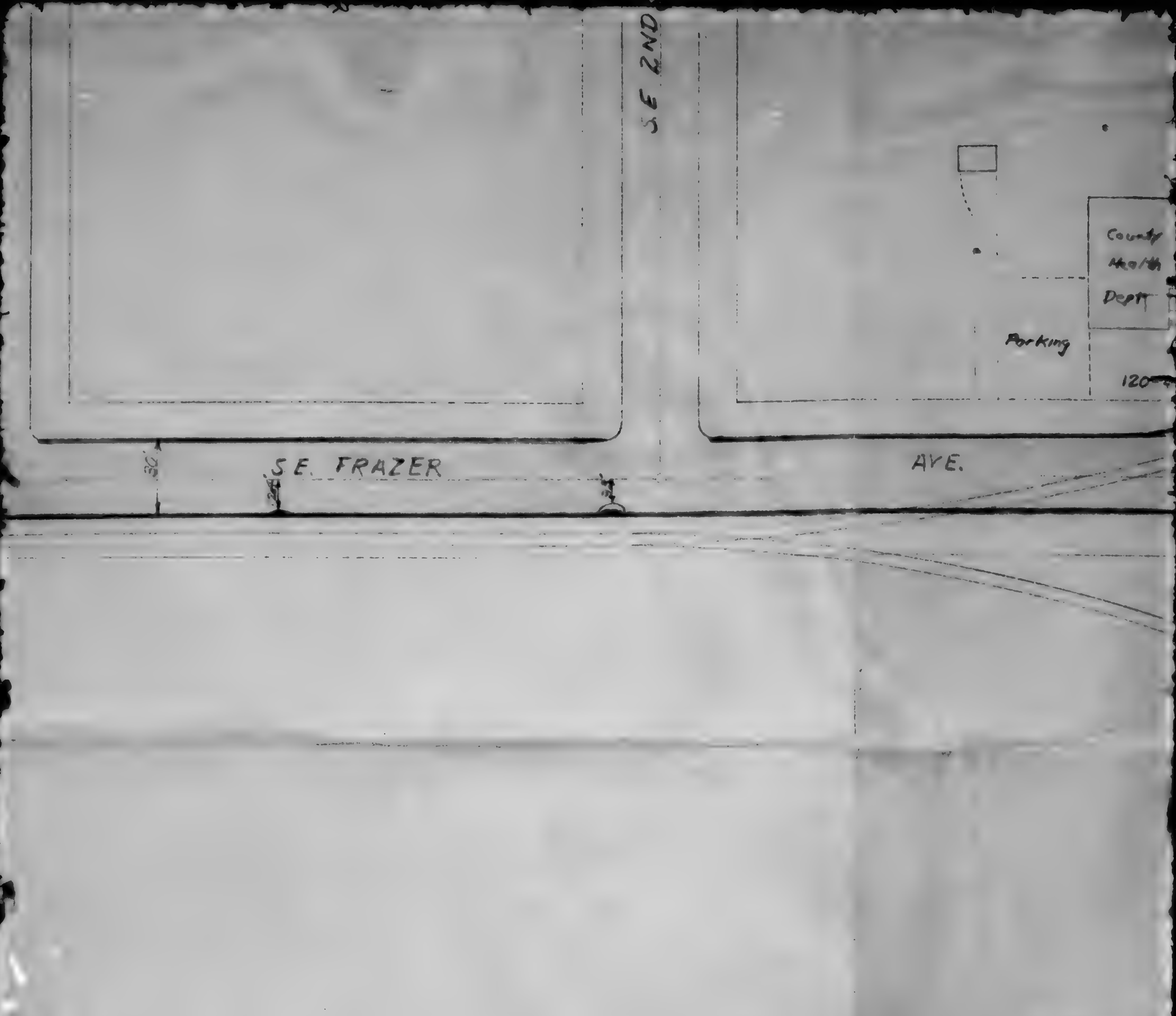
ESTIMATE

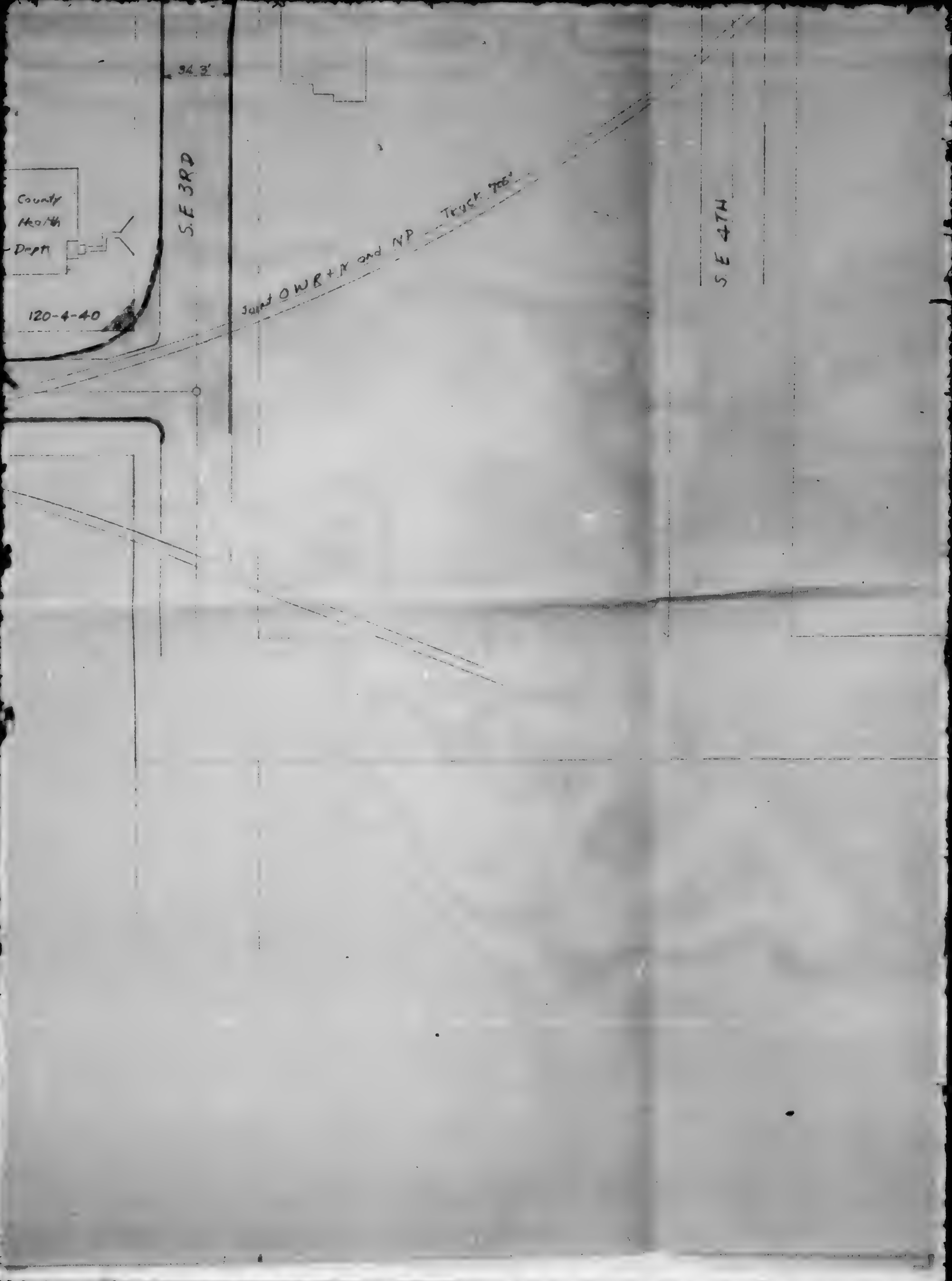
Grade & Drain	3800
Paving	27,400
Total Const.	$31,200
R/W	4,300
Total	$35,500
Signal -	$ 5,000
	$40,500

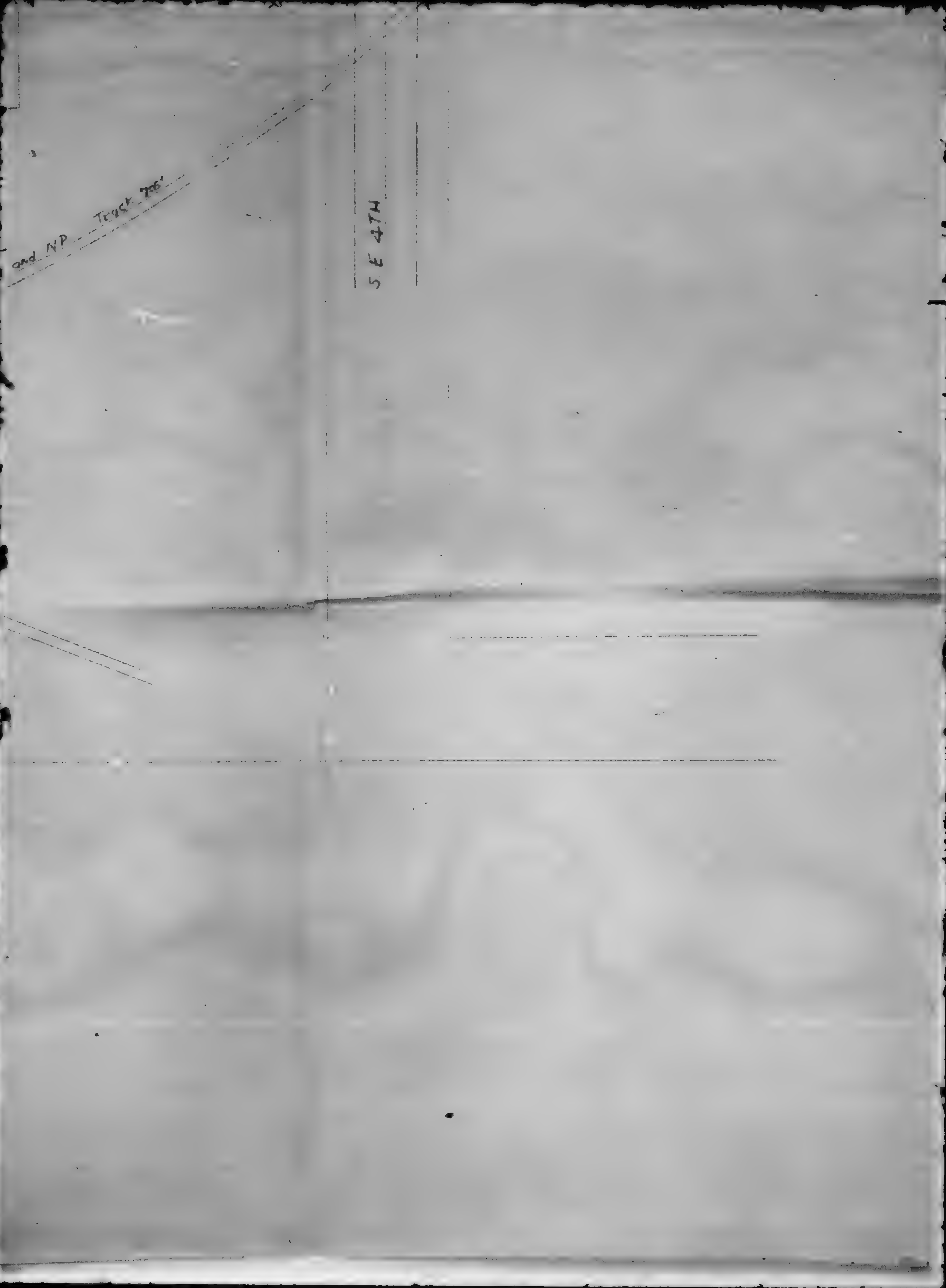
EMIGRANT-FRAZER ONE WAY
PENDLETON
Scale:-1"=50'
MU
ALTERNATE



NE WAY PLAN
N
March 1959
E


S.E. 2ND
County Health Dept
Parking
120
30'
S.E. FRAZER
AVE.


34.3'
County
Health
Dept
120-4-40
S.E 3RD
Joint OWR+N and NP -- Track 706'
S.E 4TH


and NP Track 706'
S E 4TH

RECEIVED
1 1959
[redacted] R. FILING

January 27, 1959

1088

Mr. Gerald W. Ulett
City Engineer
Pendleton, Oregon

Dear Mr. Ulett:

In reply to your letter of January 6, we did prepare a plan for the widening of Frazer Avenue between S. W. Fourth Street and S. E. Third Street to work in conjunction with Emigrant Avenue as a one-way couplet. This included cutting back the corners at S. W. Fourth Street and S. E. Third Street to permit traffic, particularly heavy trucks, to negotiate these corners readily. Our plan called for a 44-foot street section except that area between S. W. First Street and S. E. Third Street. We left the existing 40-foot roadway between S. W. First Street and Main Street. We widened on the northerly side from Main Street to S. E. Third Street sufficiently to get a 37-foot roadway, leaving the southerly edge of the street as it now exists along the railroad spur.

If the City intends to prohibit parking throughout on this project and feels that they can control such parking restrictions, it would be my opinion that the existing roadway widths are sufficient for two lanes of moving traffic except the block between Main Street and S. E. First would need to be widened for the stage depot, and I would also suggest that the corners on S. W. Fourth Street and S. E. Third Street be cut back to a very generous radius to permit adequate turning room for the larger trucks.

I am attaching a print of our plan in this area and would suggest some such treatment of the intersections. If you have any further questions on this matter, we can arrange a meeting in the Salem office with our engineers or I will be pleased to answer any questions that can be answered by correspondence.

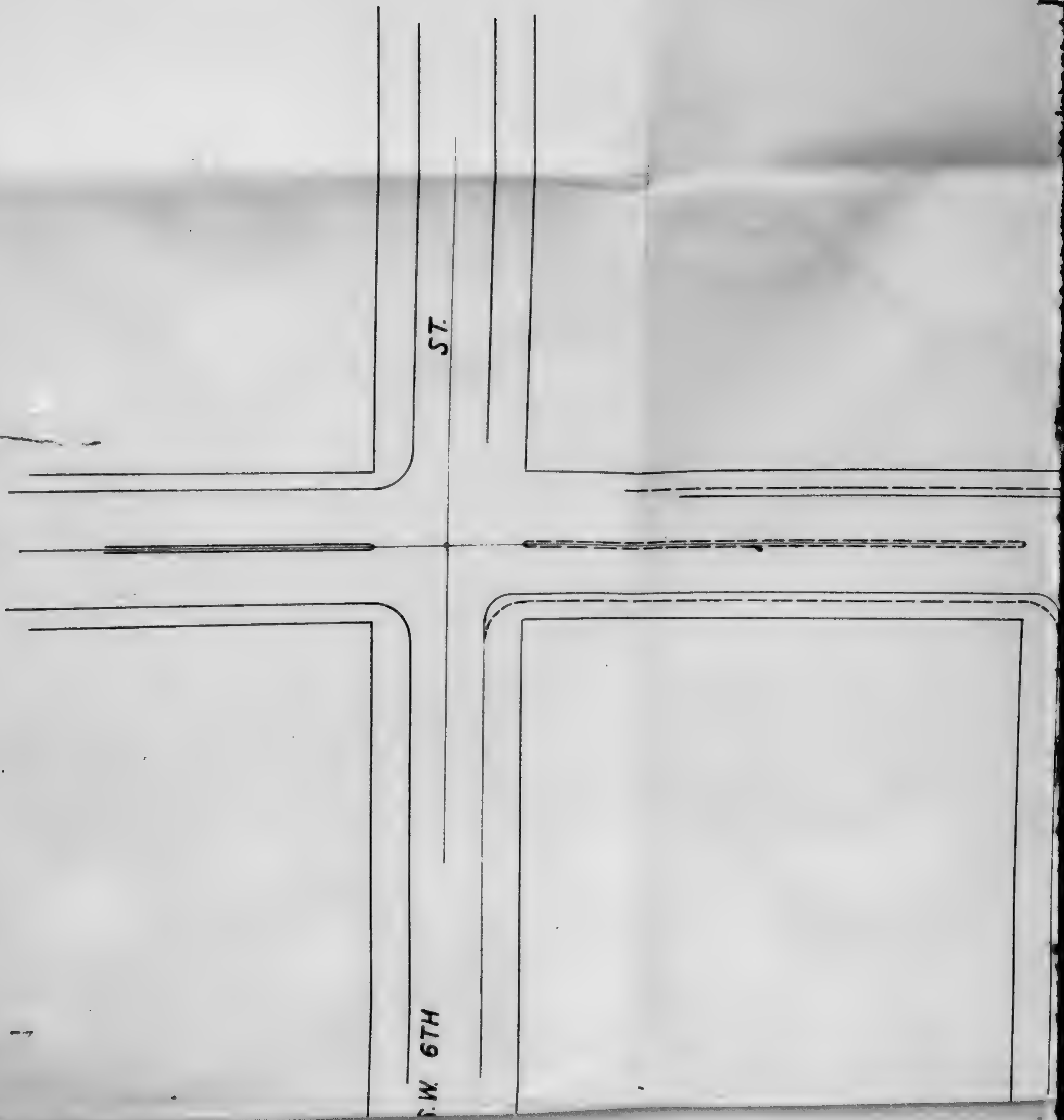
Very truly yours,

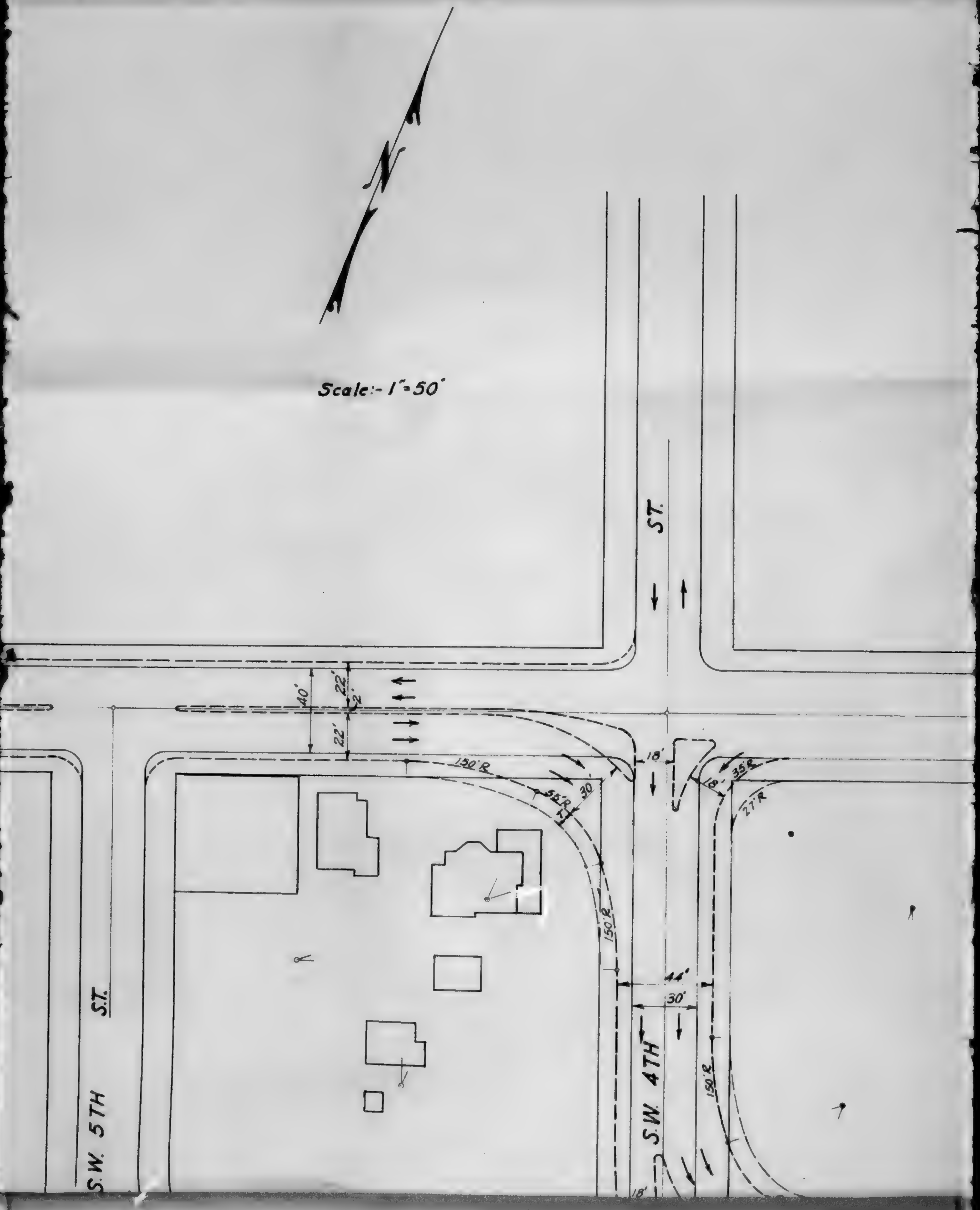
W. C. Williams
State Highway Engineer

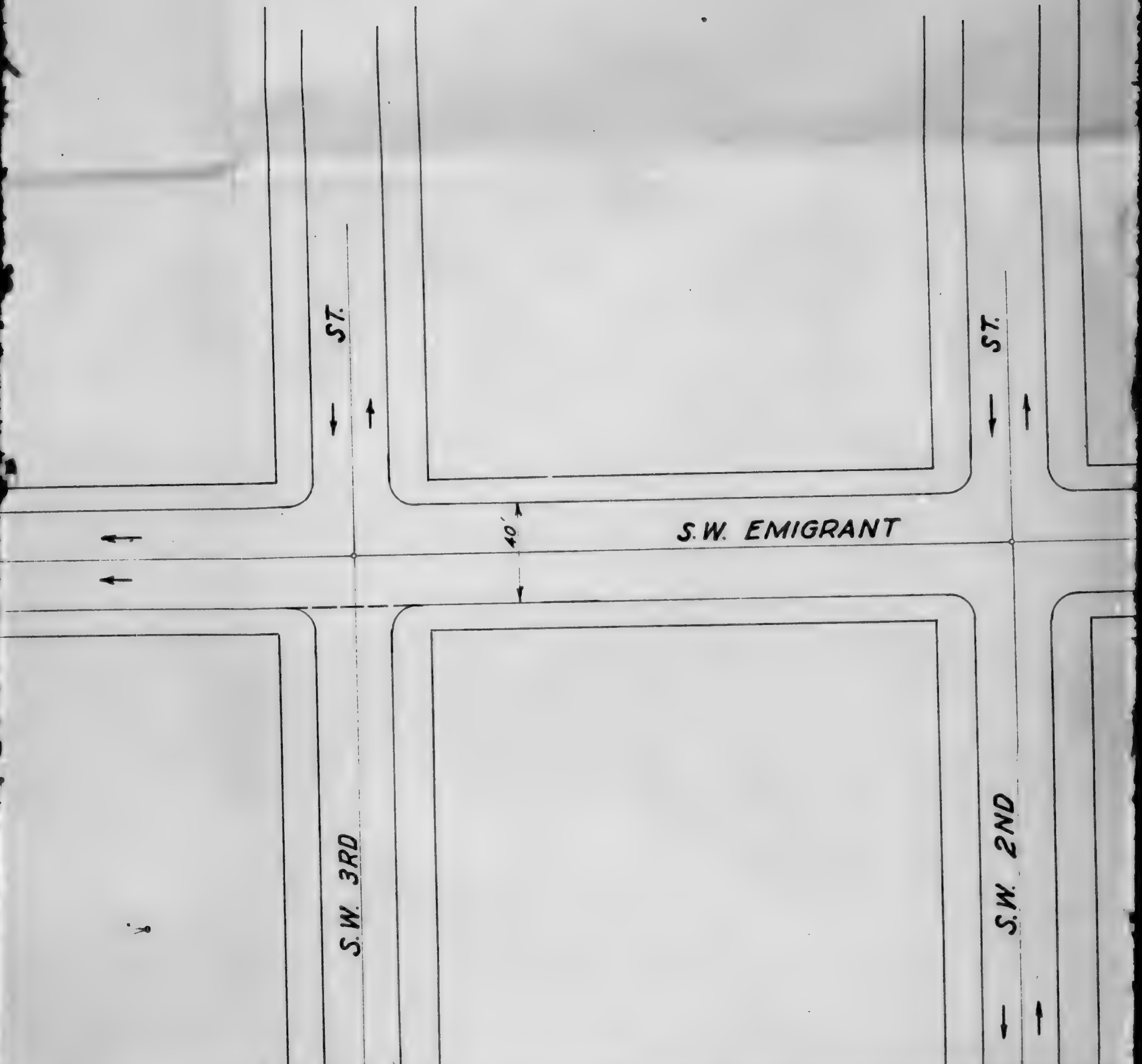
Enclosure

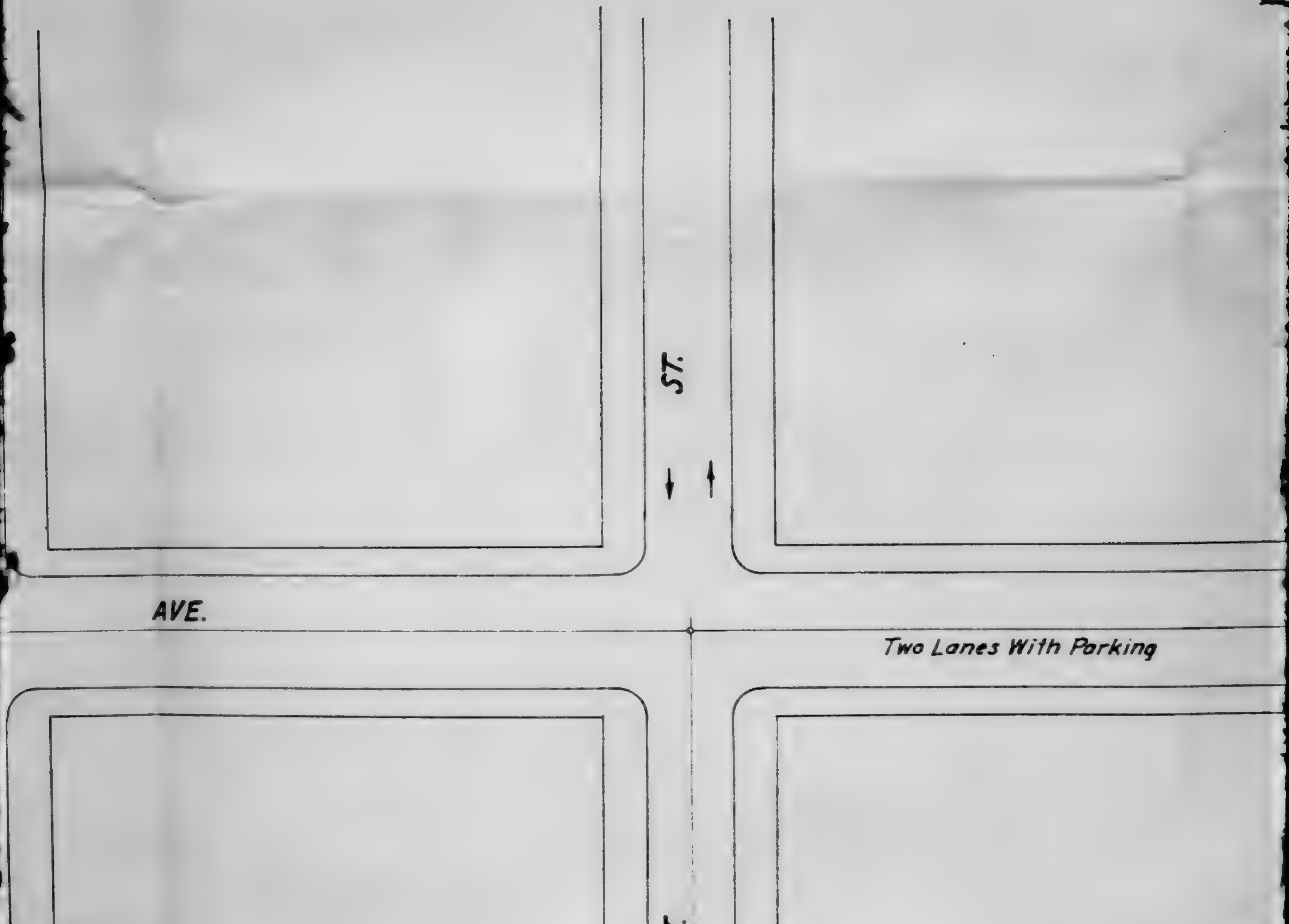
DJB:ep:ae

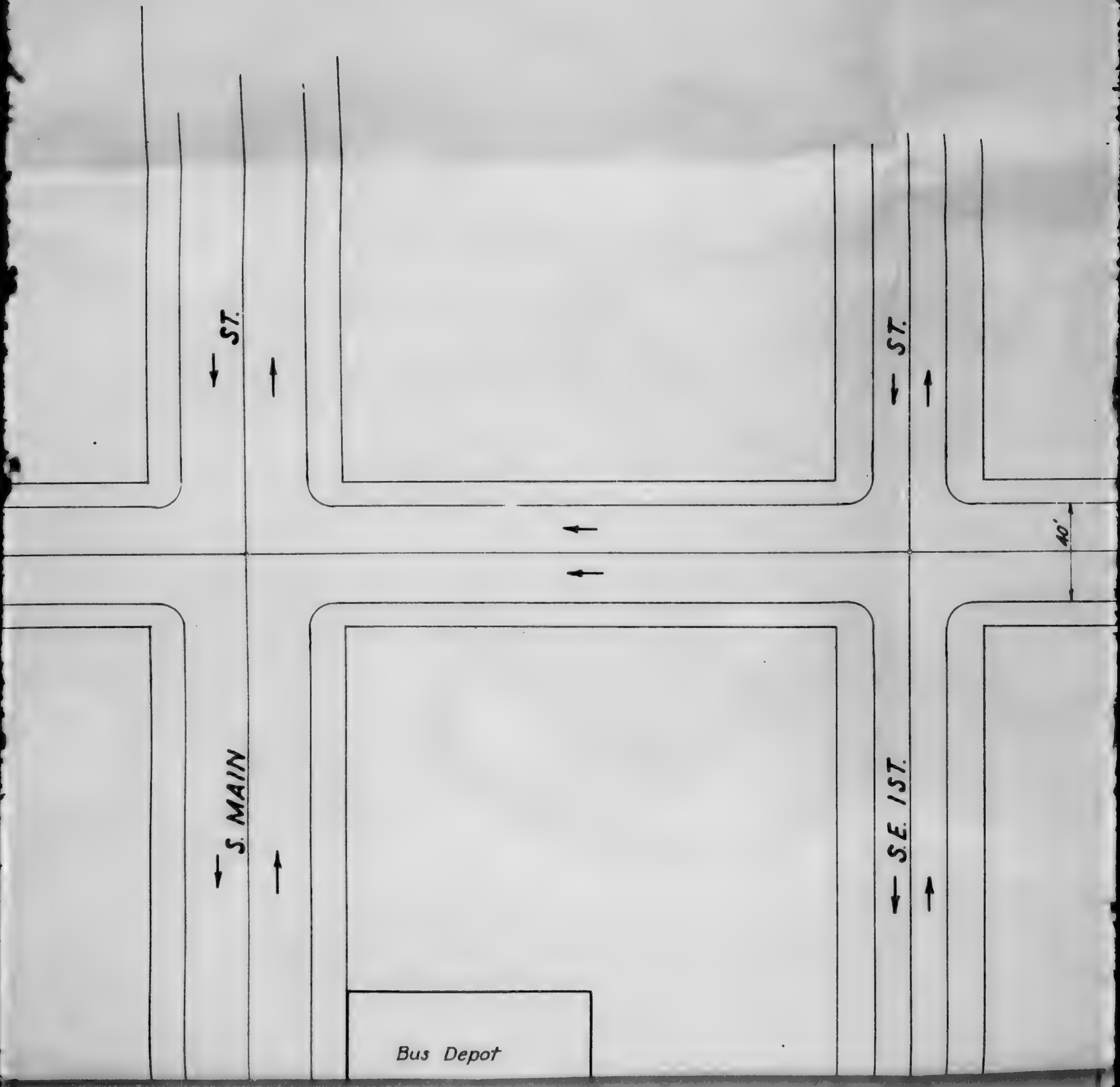
cc to: Mr. Forrest Cooper
Mr. Tom Edwards

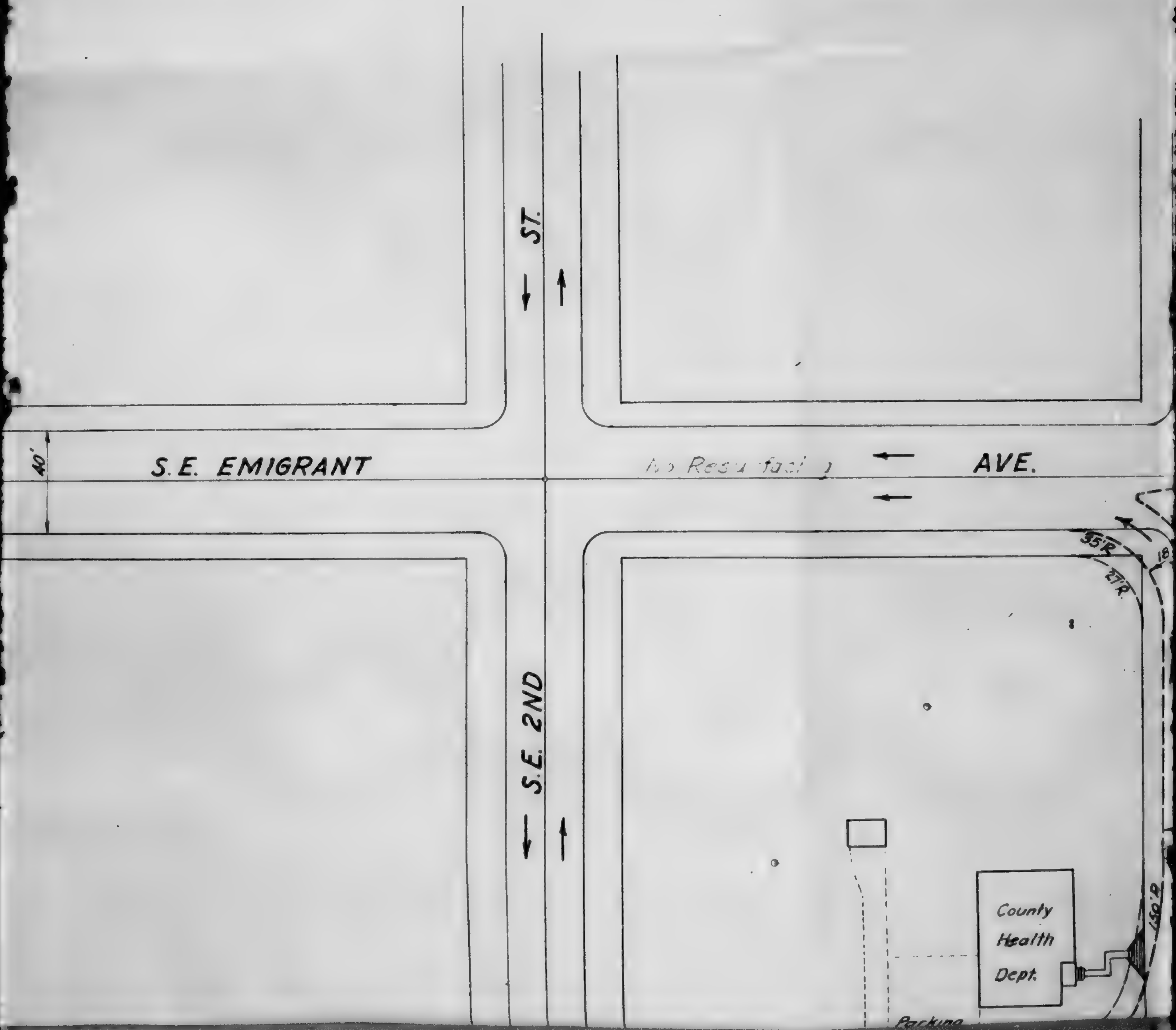

ST.
S.W. 6TH

N
Scale:- 1" = 50'
ST.
22'
2'
40'
22'
150'R
55'R
30
18'
18'
35'R
27'R
150'R
44'
30'
S.W. 4TH
150'R
18'
S.W. 5TH
ST.

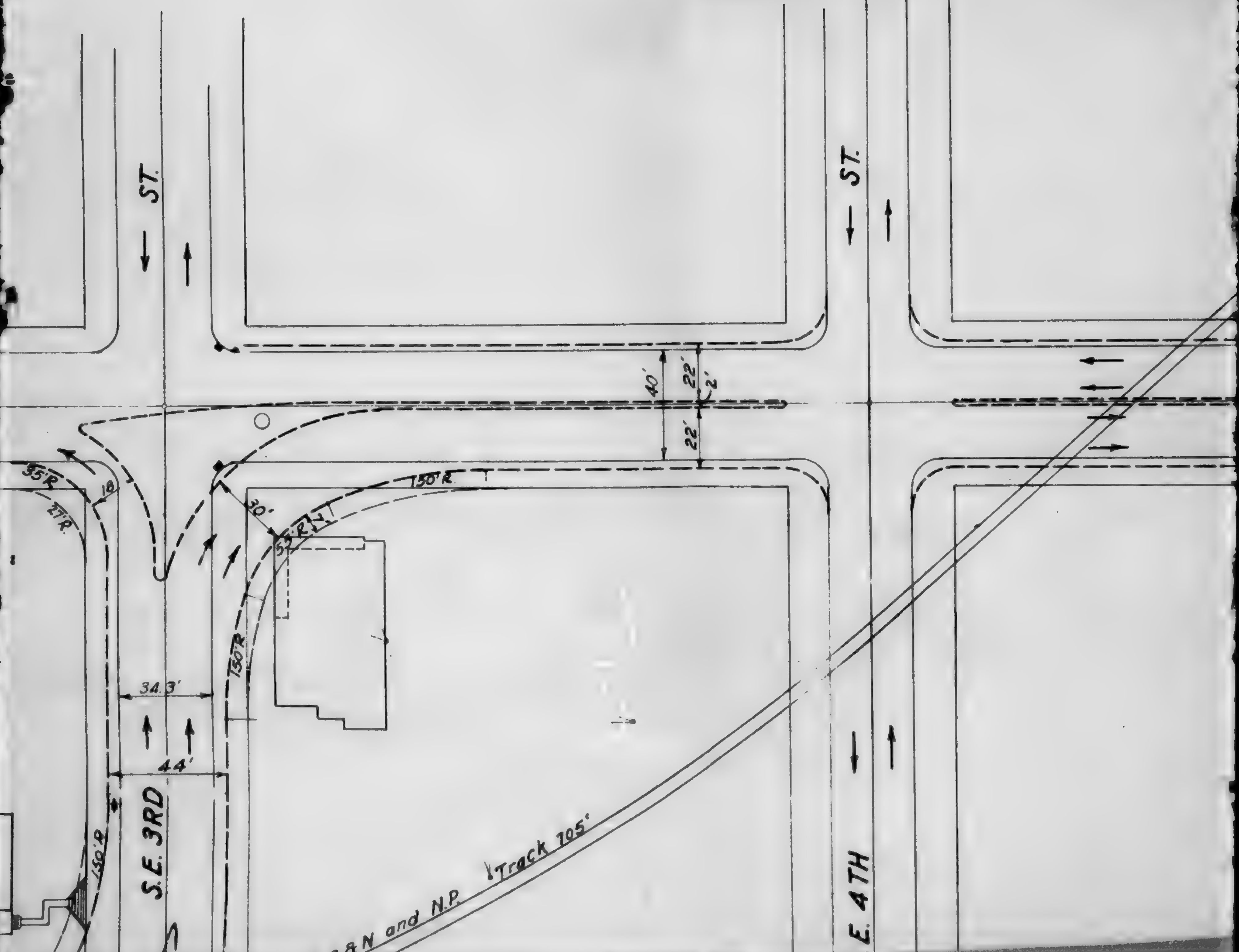

ST.
ST.
S.W. EMIGRANT
40'
S.W. 3RD
S.W. 2ND

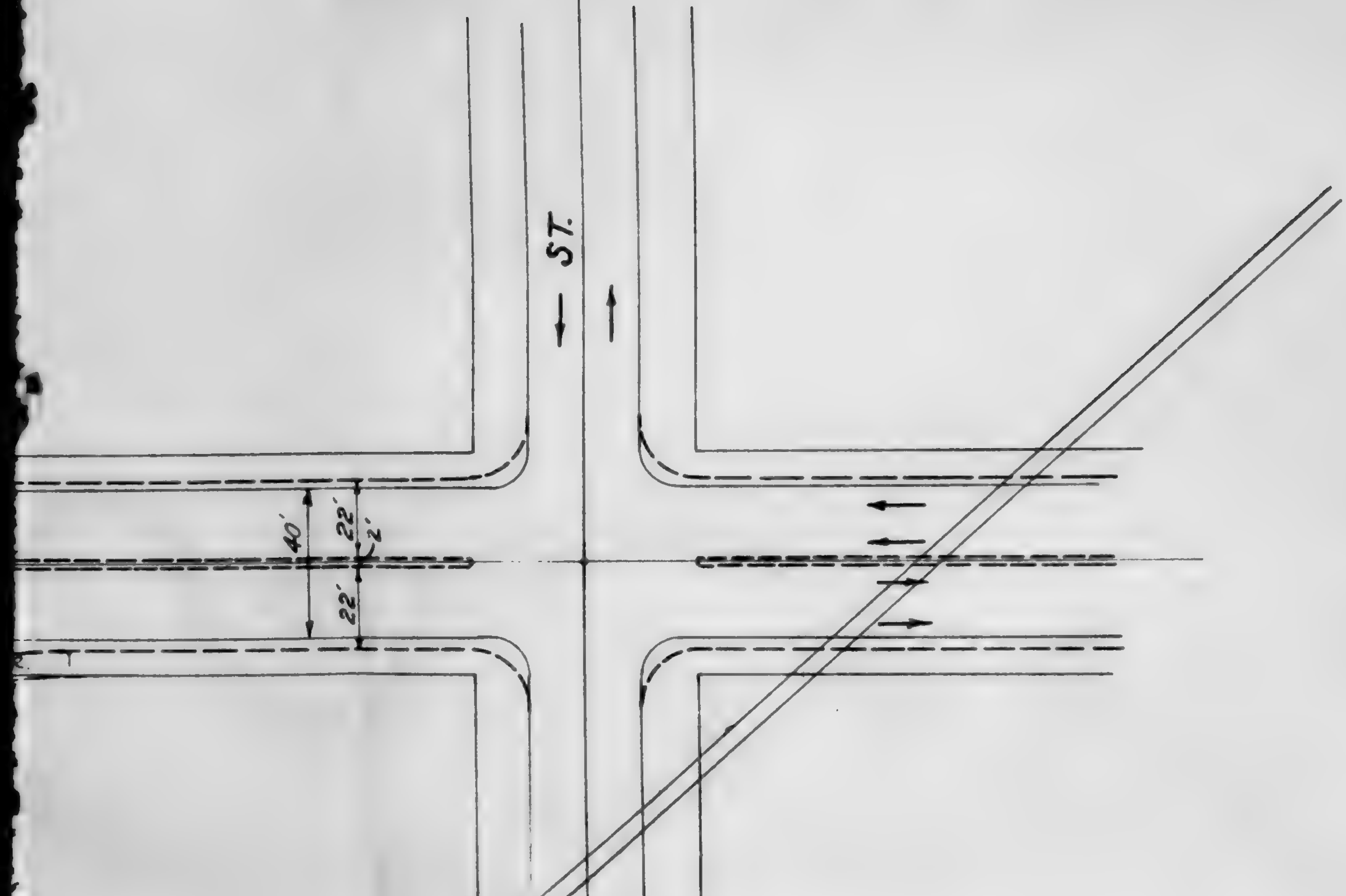

ST.
AVE.
Two Lanes With Parking
S.W. 1ST.

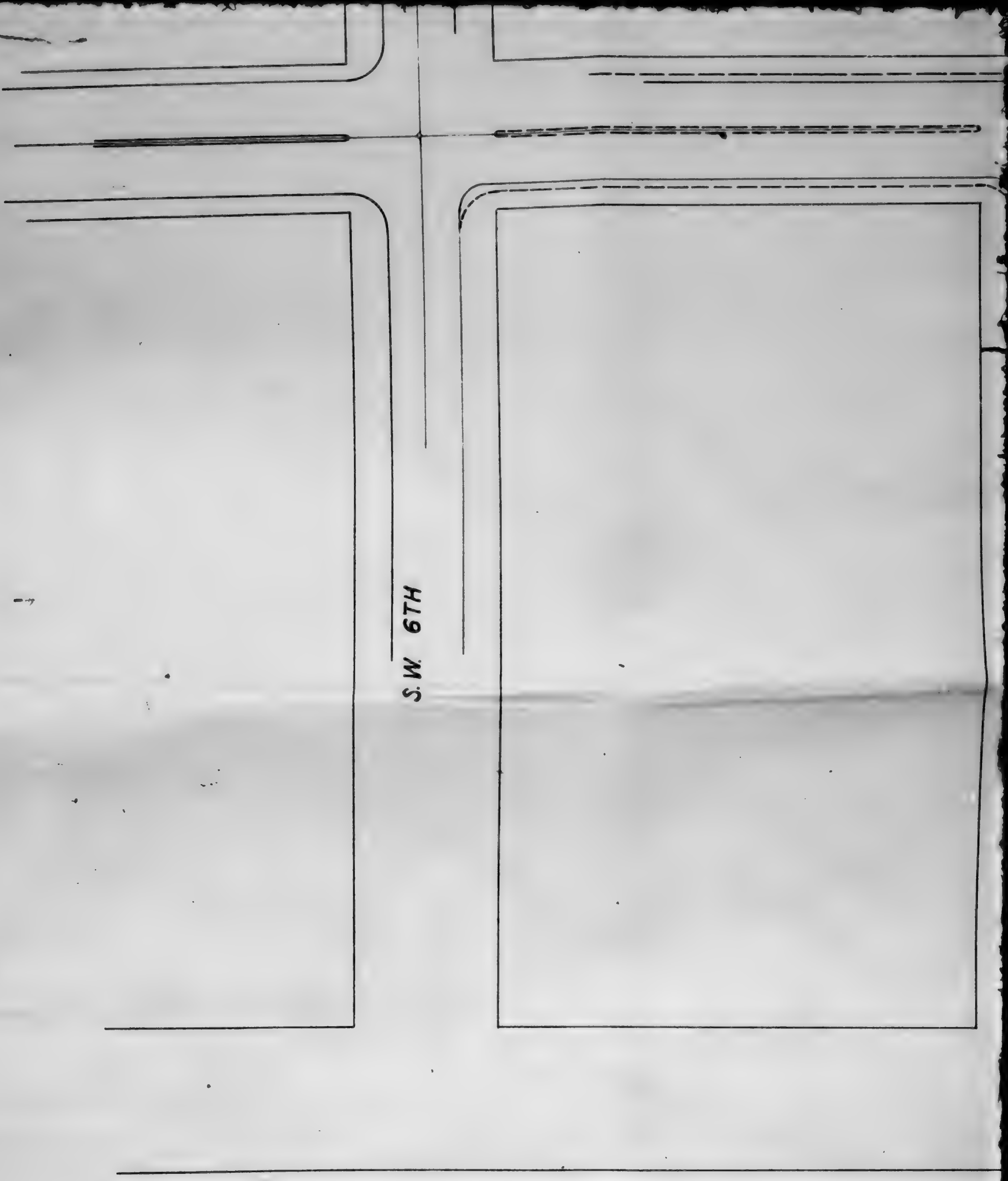

ST.
ST.
40'
S. MAIN
S.E. 1ST.
Bus Depot



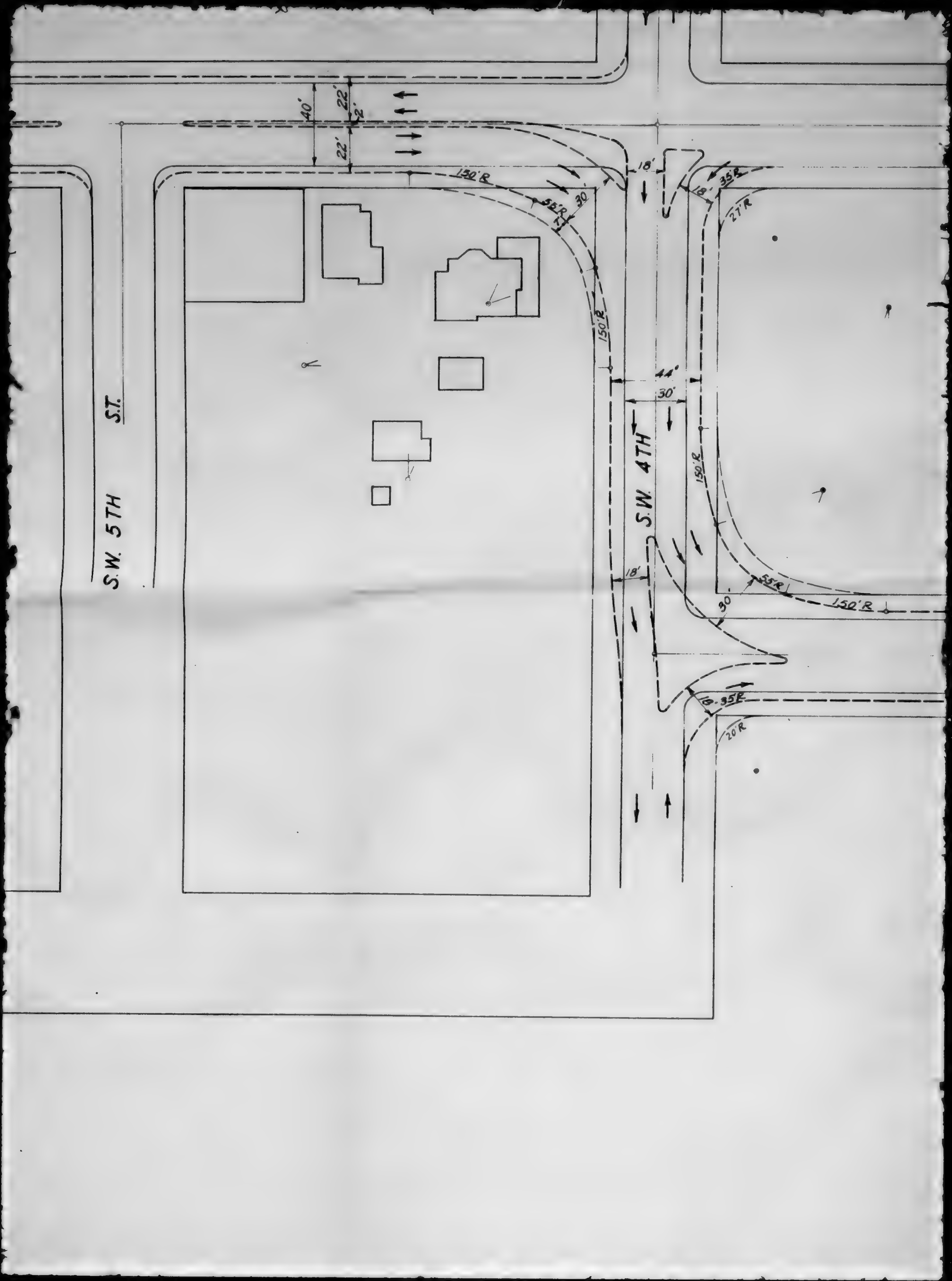
ST.
40'
S.E. EMIGRANT
No Resurfacing
AVE.
35'R
27'R
18
S.E. 2ND
County
Health
Dept.
150'R
Parking

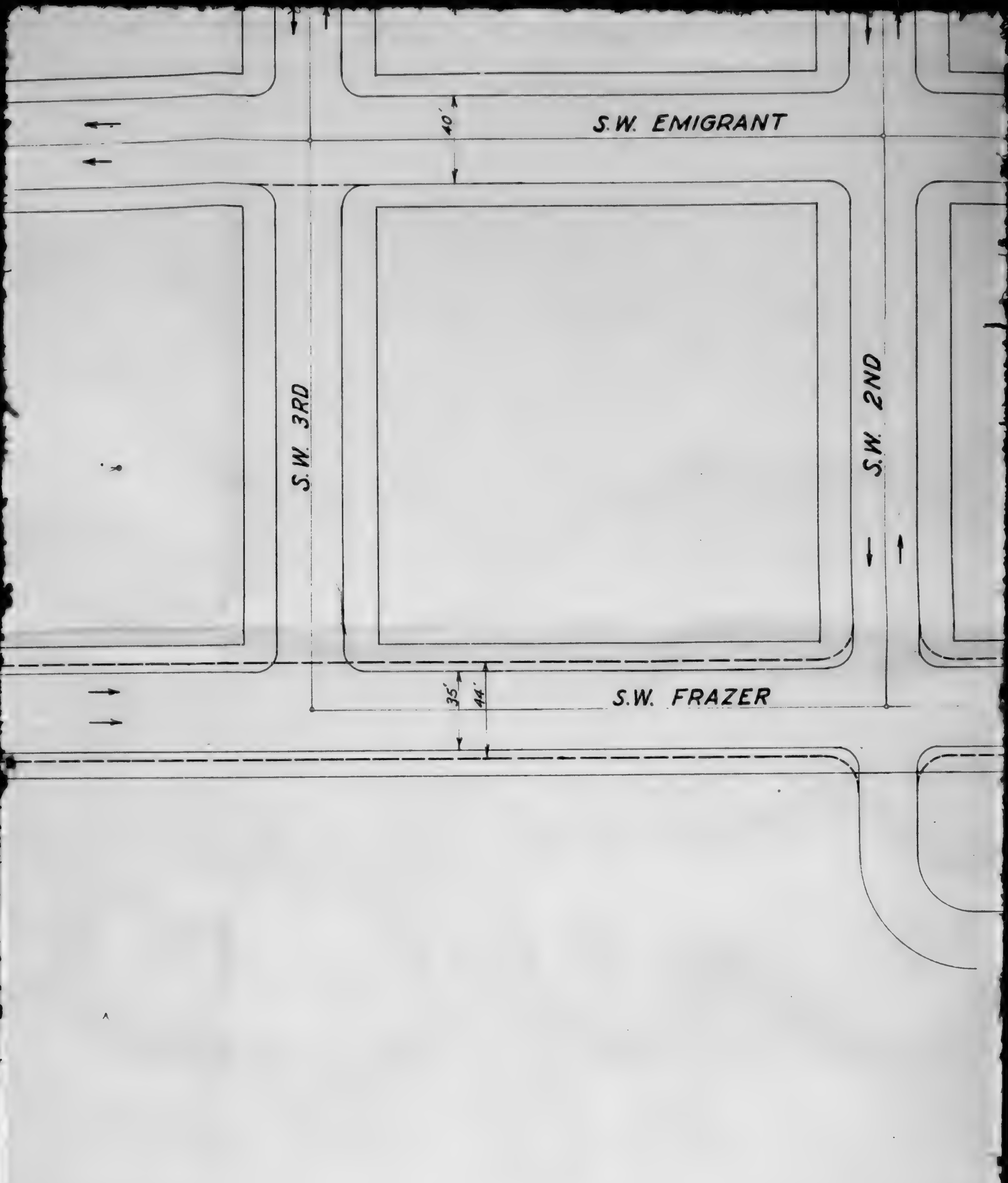

ST.
ST.
40'
22'
2'
22'
55'R
27'R
18
30'
52'R
7
150'R
150'R
34.3'
44'
150'R
S.E. 3RD
S.E. 4TH
W. R.&N. and N.P.
Track 705'


ST.
40'
22'
2'
22'
N.P. ℄ Track 705'
S.E. 4TH

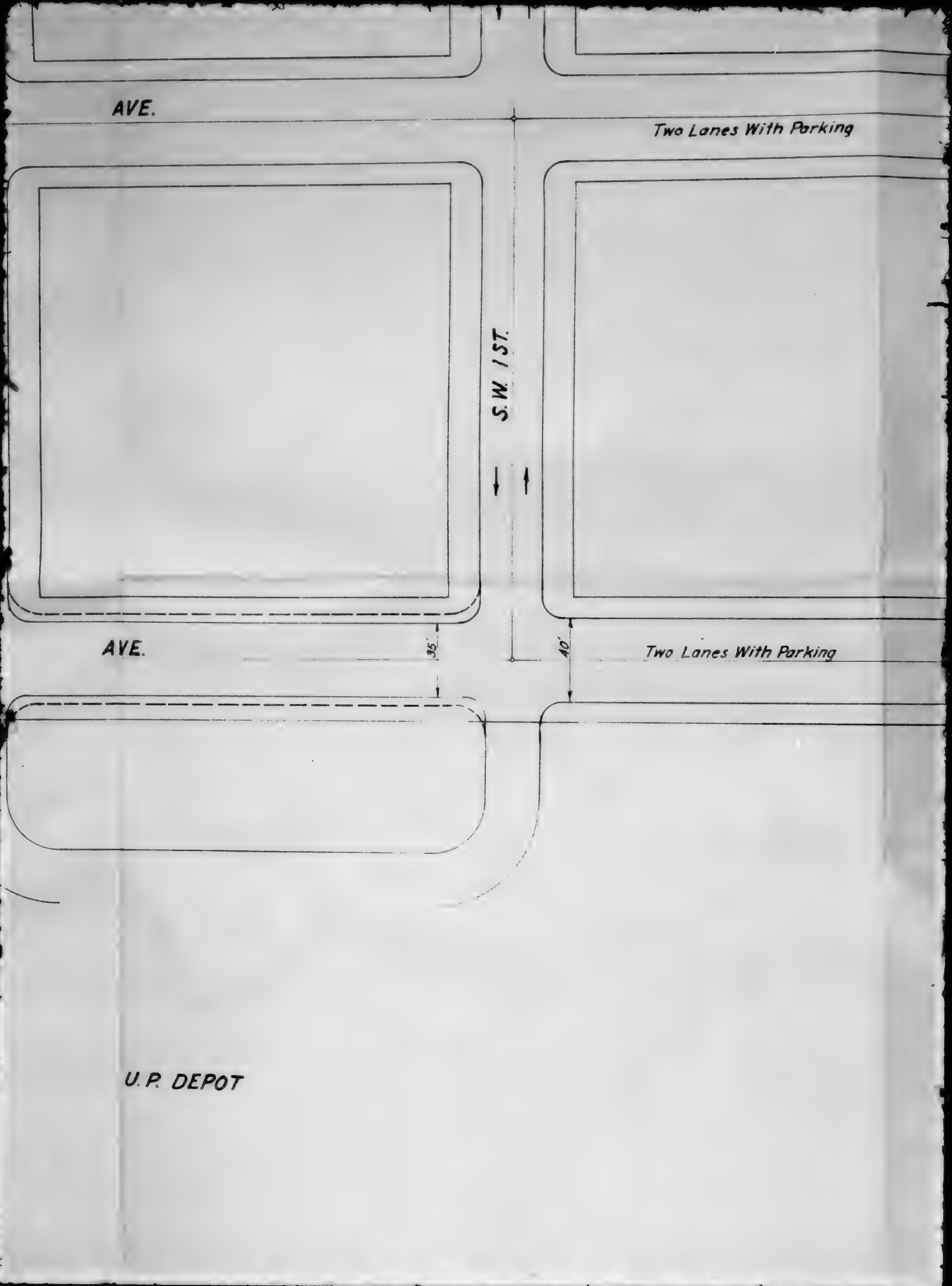


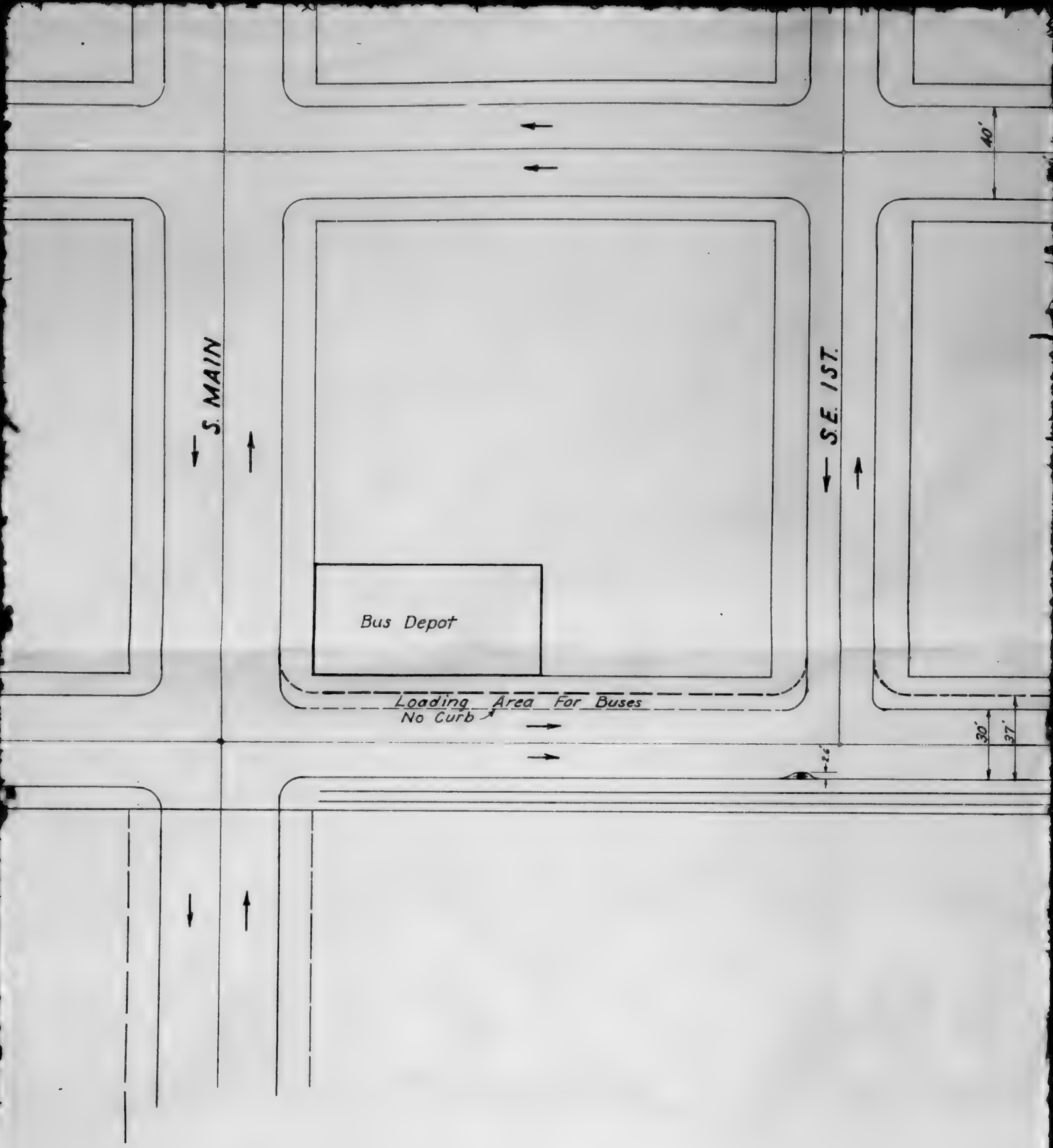
S.W. 6TH

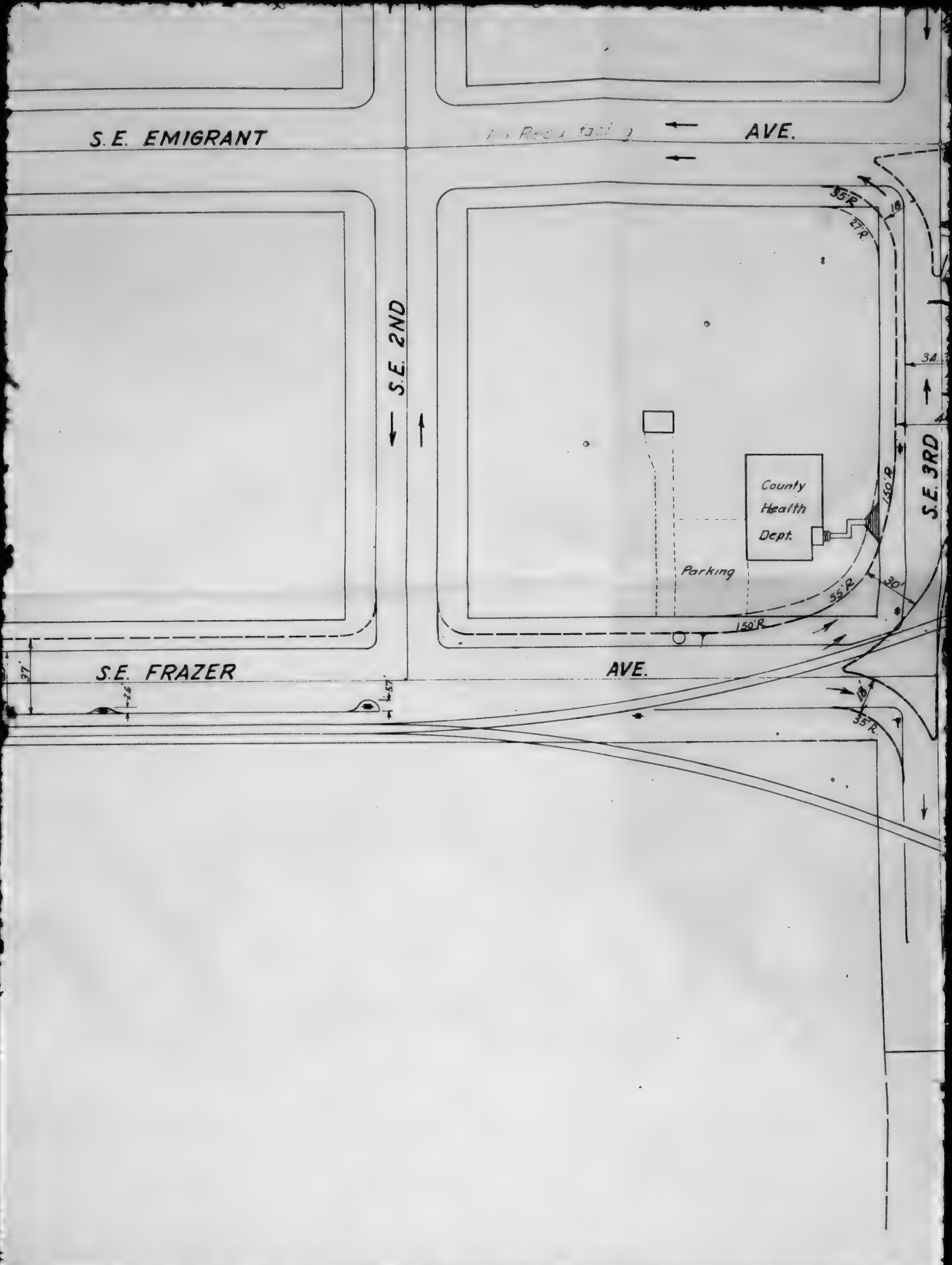

40'
22'
2'
22'
150'R
55'R
30'
18'
18'
35'R
27'R
150'R
44'
30'
S.W. 5TH ST.
S.W. 4TH
150'R
18'
55'R
30'
150'R
10'
35'R
20'R

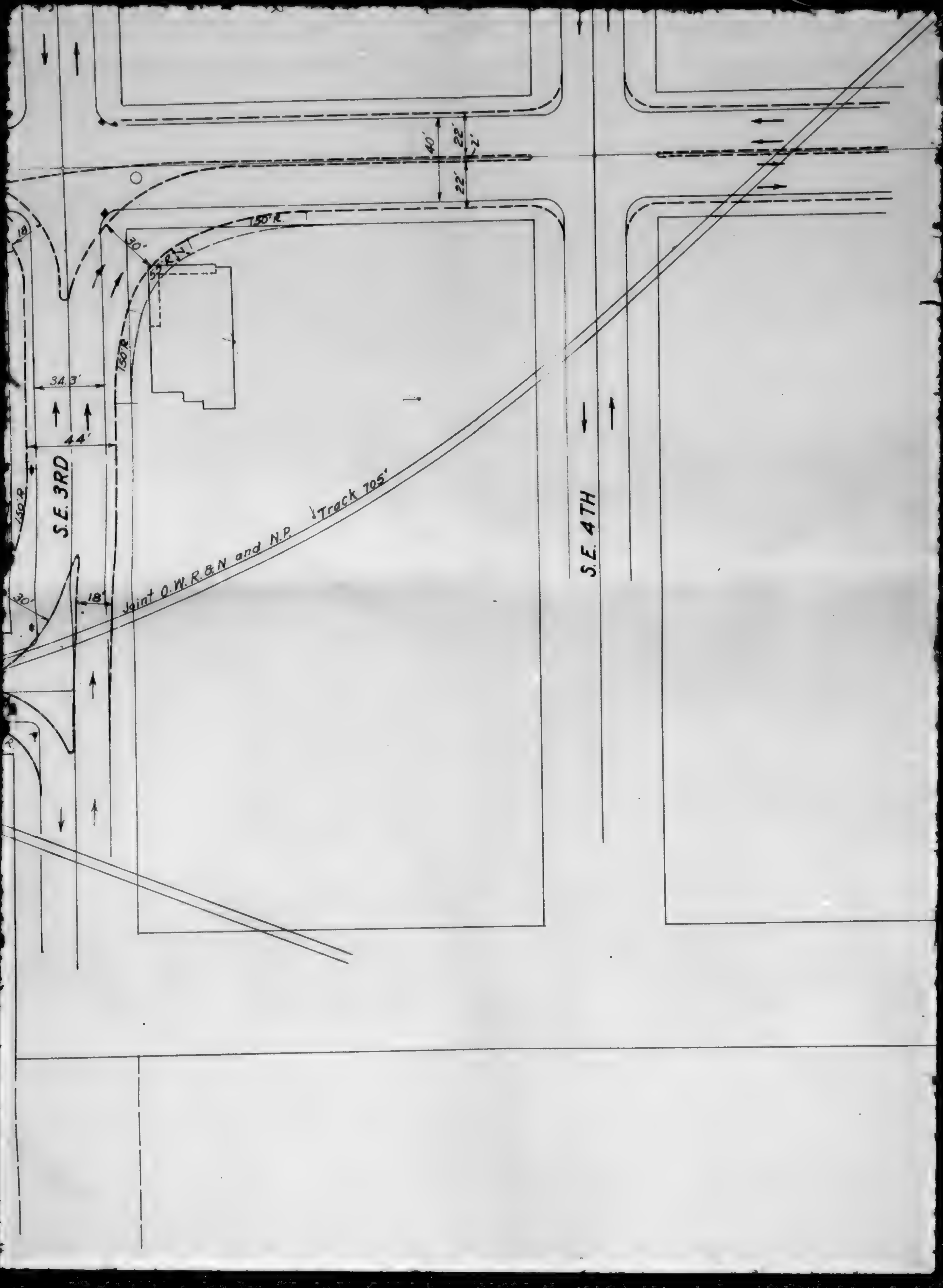


S.W. EMIGRANT
40'
S.W. 3RD
S.W. 2ND
S.W. FRAZER
35'
44'

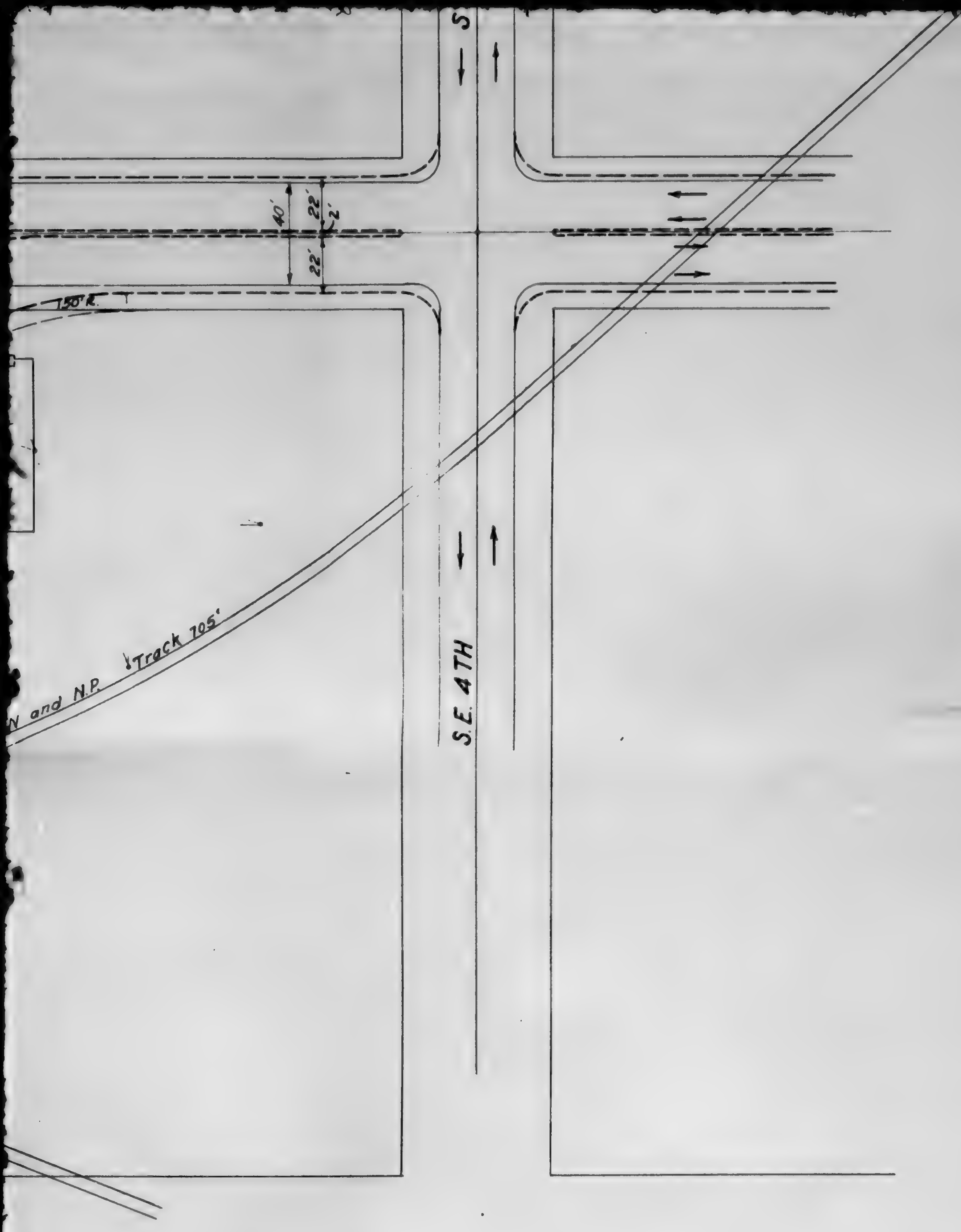

AVE.
Two Lanes With Parking
S.W. 1ST.
AVE.
35'
40'
Two Lanes With Parking
U.P. DEPOT


S. MAIN
S.E. 1ST.
40'
Bus Depot
Loading Area For Buses
No Curb
30'
37'
2.6


S.E. EMIGRANT
AVE.
35'R
27'R
18'
S.E. 2ND
34.5
4
S.E. 3RD
150'R
County Health Dept.
Parking
55'R
30'
150'R
S.E. FRAZER
AVE.
37'
26'
57'
18'
35'R



40'
22'
2'
22'
150'R.
30'
53'R
18
150'R
34.3'
44'
S.E. 3RD
150'R
30'
18'
Joint O.W.R.&N and N.P.
Track 705'
S.E. 4TH


S
40'
22'
2'
22'
150' R.
N and N.P.
Track 705'
S.E. 4TH

PLEASE RETURN TO
FORREST COOPER

THE CITY OF PENDLETON

Pendleton, Oregon
January 6, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

I have been directed by Mr. Browning, Pendleton City Manager, to prepare estimates of the cost of establishing a one-way couplet using Emigrant and Frazer Avenues and running from S. W. 4th. Street to S. E. 3rd. Street. This couplet would be a portion of proposal No. 2 of Oregon State Highway Department Technical report No. 56-4. As traffic on Highway 395 would be involved, it is assumed that a portion of the costs would be paid by the State.

In preparing cost estimates on this project, I will need to know what standards will be required by the State. We would like to finance our costs out of normal revenues in our 1959-60 budget. In order to do so, we would like to prohibit parking in those sections where street widths are narrow. We believe that street widening can be postponed for some time, or eliminated entirely by providing off street lots for parking.

We would appreciate any advise and aid which you can give us. If it is desirable to meet with your engineers to discuss this project, we would be happy to arrange such a meeting, either here or in Salem.

Yours very truly,

Gerald W Ulett
Gerald W. Ulett
City Engineer

GWU/mt
CC: City Manager

RECEIVED
JAN 7 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

U-155(7) S. E. 9th St.-S. W. 4th St. 1961
(Pendleton) Sec., Pendleton-
#5891 John Day Hwy. Folder # 2

R. R. 565

RECEIVED
JUL 10 1963
FOR FILING

4-25 (7)

5891

Mr. Query

FORM 8-120

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 4, 1963

AGENDA
JUN 10 1963
2 k

Oregon State Highway Commission

Re: File R-31749
Emigrant Avenue-
Frazer Avenue
Couplet Section
Pendleton-John Day
Highway

Gentlemen:

As a part of the agreement for the purchase of land from Ella Moore, now deceased, for the construction of the Emigrant Avenue-Frazer Avenue Couplet in Pendleton, the State agreed "to reconstruct curbs and sidewalks where disturbed in the taking".

This being a City-State project, the City of Pendleton assessed the property owners for its share of construction, including its share of the cost of replacing the curbs and sidewalks in the area of the taking. Action against the State on this agreement has been threatened for some time by the owner's attorney.

The agreement was handled by an agent no longer with the Department, and the part as to the reconstruction of curbs and sidewalks should not have been made in light of the City's assessments. Nevertheless, the State is bound by this agreement. Of the assessment of $387.00 levied against the property, the attorney for the Estate of Ella Moore, Deceased, has agreed to accept $125.00 in full settlement of all obligations of the State.

Payment of the above sum is recommended.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

G. E. ROHDE
Assistant Counsel

cc: Forrest Cooper
R. L. Porter
Lloyd Shaw
P. M. Stephenson
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton
John Phillips
I. A. DeFrance

GER:hg

NOTED
FLOYD QUERY

CCR

RECEIVED
JUL 10 1963
FOR FILING

4-P-2(5)

5491

FORM R-12

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Query

June 4, 1963

AGENDA
JUN 10 1963
2 k

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L. I. LINDAS
Chief Counsel

By

G. E. ROHDE
Assistant Counsel

cc: Forrest Cooper
R. L. Porter
Lloyd Shaw
P. M. Stephenson
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton
John Phillips
I. A. DeFrance

GER:hg

NOTED
FLOYD QUERY

CCR

RECEIVED
APR 26 1963

FOR FILING

W-135 (7)
5891

April 25, 1963

Mr. R. G. Brobaugh
District Engineer
Northern Pacific Railway Company
Seattle 4, Washington

Dear Sir:

Your File L-40-13 (AFE 419-61)

In accordance with your request of April 23, I am enclosing one set of Oregon State Highway Department plans covering the S. E. 9th St.-S. W. 4th St. (Pendleton) Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

[illegible]
enc.

cc Mr. Forrest Cooper

NORTHERN PACIFIC RAILWAY COMPANY
ENGINEERING DEPARTMENT
SEATTLE 4. WASHINGTON

R. G. BROHAUGH
District Engineer,
Lines Livingston and West
and Camas Prairie Railroad

REFERRED TO
Marie
BY DEPUTY STATE HIGHWAY ENGINEER

Please get a set of these plans from Spencer

April 23, 1963

I-40-13 (AFE 419-61)

Mr. G. S. Parson
Deputy State Highway Engineer
State of Oregon Highway Department
Salem 10, Oregon

Dear Sir:

Will you please furnish me with a set of Oregon State Highway plans covering Project No. U-155(7) - S.E. 9th St. - S.W. 4th St. (Pendleton) Sec. Pendleton - John Day Hwy. (No. Bound), Umatilla County. I am particularly interested in the plan and profile of the project covering S.E. Fraser Avenue between S.E. 1st Street and S.E. 5th Street, which is now closed.

Thanking you in advance for your courtesy, I remain,

Yours very truly,

R G Brohaugh

District Engineer

CJK/rt

RECEIVED
APR 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
6 1962
FOR FILING

[illegible] (5)

5891

LAW OFFICES OF
O'BRIEN & PERKINS
CASCADE BUILDING
PORTLAND 4, OREGON

CLIFFORD D. O'BRIEN
ERNEST A. PERKINS

CAPITOL 6-7841

July 6, 1962

COPY

S. D. Spencer & Sons
4614 N. E. 72nd Avenue
Vancouver, Washington

and

H. J. and H. W. Miller
P. O. Box 803
Baker, Oregon

Re: Oregon State Highway Commission
Contract No. 5891

Gentlemen:

This office represents Hoisting & Portable Engineers, Local 701 and the following named employees who worked in the classifications represented by Local 701 in connection with the above mentioned contract:

R. R. Chandler	George C. Lowe
Emery W. Ferguson	Floyd Schima

Our information is that they were employed by H. J. and H. W. Miller in the performance of labor in connection with the mentioned contract No. 5891, the Millers being in turn subcontractors of S. D. Spencer & Sons. The latter is, of course, the direct party of Local 701's agreement with The Associated General Contractors, and H. J. and H. W. Miller are likewise parties to that contract pursuant to their letter of compliance therewith which we have on file.

Pursuant to the most recent contract between the AGC and Local 701, wage rates for the work in question increased twenty cents per hour effective June 1, 1961. None of the mentioned employees received this indicated wage increase. Additionally, Floyd Schima's rate as a blade operator, through the period of his work on the project covered by contract No. 5891, was paid twenty-eight cents per hour less than the contract rate, quite apart from the twenty cent per hour wage increase.

Our information, which is subject to correction upwards or downwards depending upon the actual records of the time worked by these men, is as follows:

(a) R. R. Chandler worked 657½ hours in the period from June 1, 1961 through September, 1961, and there is due him at least the sum of $131.50 at the 20¢ per hour wage increase rate.

NOTED
FLOYD QUERY

(b) George C. Lowe worked 315 hours in the period June 1, 1961 through the month of August, 1961, and there is due him the sum of $63.00 at the 20¢ per hour wage increase rate.

(c) Emery W. Ferguson worked 694½ hours in the period June 1, 1961 through the month of September, 1961, and there is due him the sum of $138.90 at the 20¢ per hour wage increase rate.

(d) Floyd Schima worked 734 hours in the period June 1, 1961 through September, 1961, and there is due him the sum of $352.32, computed at the rate of the 28¢ per hour deficiency mentioned above plus the 20¢ per hour wage increase rate.

These figures as to hours worked have been derived from the Health and Welfare reports filed with respect to these individual employees by S. D. Spencer & Sons and are subject to adjustment because they do not distinguish between straight time hours, normal over-time hours payable at the time and a half rate, and hours of work payable at double time, so that our actual claim may be substantially more than has been indicated above.

Demand is hereby made for the immediate payment of the sums due each of these four men, and this demand will be effective for the invocation of the penalties provided in the Oregon Statutes if not complied with within 48 hours after your receipt thereof, excluding from the 48 hour computation Sundays and holidays as provided for by statute.

We are not limiting this demand, however, to the Oregon Wage Payment statutes but are including as well any and all remedies available to Local 701 and to the four employees involved, whether by administrative procedures or in the Courts, and including without limitation recourse against the Surety on contract No. 5891 and recourse under the predetermined and applicable wage statutes.

Copies of this letter are being sent to the Surety, United Pacific Insurance Company and to the Oregon State Highway Commission.

With respect to S. D. Spencer & Sons, we reserve the right to proceed against them, particularly because of their failure to observe an agreement made with representatives of Local 701 with respect to this controversy in that they failed to withhold payments to H. J. and H. W. Miller until this controversy should be satisfactorily adjusted.

Very truly yours,

Clifford D O'Brien

Clifford D. O'Brien
Counsel for Hoisting & Portable
Engineers, Local 701
and for Claimants

CDO'B*bjr

cc: United Pacific Insurance Co.
c/o Victor S. Risley Co.
223 Board of Trade Building
Portland, Oregon

Oregon State Highway Commission
State of Oregon
Salem, Oregon

RECEIVED
JUL - 9 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FO[illegible]
5891

March 6, 1962

Mr. K. T. Woodruff
Auditor Disbursements
Northern Pacific Railway Company
St. Paul 1, Minnesota

Dear Sir:

Reference is made to your letter of February 21, 1962, concerning your billing No. 118655 in the amount of $6,552.60, covering work on city streets in Pendleton in connection with the Emigrant Street-Frazer Street one-way couplet. We have re-analyzed this situation and find no grounds to reverse our position as given in our letter to you of January 25, 1962.

You are operating on these city streets under franchise which contains the following provision:

> "During the continuance of the franchise hereby granted, said grantees, their successors and assigns, shall keep those portions of the streets occupied by said track between the rails of said track and for eighteen (18) inches outside of each rail, in good repair; provided that the obligation so to do shall be exclusively that of Northern Pacific Railroad Company, its successors and assigns, as to that portion of said track extending from the southerly line of Webb Street to point of connection with the present Northern Pacific track serving Collins Mill; . . ."

The State entered into an agreement with the Union Pacific Railroad Company, dated May 22, 1961. This agreement primarily covered encroachment upon property outside of the street area owned by the Union Pacific Railroad Company. Under Section 9 of this agreement, the Northern Pacific Railway Company is entitled, along with the Union Pacific Railroad Company, to the benefit of all protective and indemnifying provisions of the agreement. This Section 9 does not apply to costs incurred by the Northern Pacific Railway Company in restoring its ballast, ties and rails to a condition of good repair as provided by the franchise. It does entitle the Company to protection from damages which the railroad might sustain because of the acts of the State or some of its contractors. Your bill does not allege that any damage had occurred. In fact, it is specifically set up as rehabilitation of the grade crossing in the street area.

It is our position that your Company is obligated to maintain your tracks at this crossing and that this is an obligation you assumed when the franchise was granted to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
cc Mr. Forrest Cooper
Mr. Lindas
Mr. C. E. Maison

NORTHERN PACIFIC RAILWAY COMPANY

ACCOUNTING DEPARTMENT

K. T. WOODRUFF
Auditor Disbursements
H. N. FODNESS
Auditor Taxes
J. J. CASTAGNE
Auditor Miscellaneous Accounts
W. E. CARROLL
Auditor Valuation Accounts
W. J. JOHNSON, JR.
Supervisor Joint Facility Accounts

E. L. ORDELL
Comptroller
P. S. BURKE
Assistant Comptroller
D. J. WIGSTROM
Assistant Comptroller

E. W. ENGLUND
Auditor Passenger and Station Accounts
W. H. GOODYEAR
Auditor Freight Accounts
G. C. KRAHN
Auditor Mechanized Accounts
L. H. BALL
Statistician
L. W. DREIS
Car Accountant

ST. PAUL 1. MINN.

February 21, 1962

File: 6283-F

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
Salem 10, Oregon

Dear Sir:

Referring to your letter of January 25, 1962, regarding our bill No. 118655 in the amount of $6,552.60, covering work in connection with grade crossings of tracks in Pendleton city streets by the improvement of the one-way couplet on Emigrant and Frazer Avenues, Oregon State Project No. U-155 (7).

This work was covered by agreement made on May 22, 1961, and signed by you. Copy of this agreement is attached for your reference.

Please place bill in line for prompt payment.

Yours truly,

K. T. Woodruff
Auditor Disbursements

GR/es

Attachment

RECEIVED
FEB [illegible] 1962
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 50M 6-61 26681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1962

SUBJECT: Liability of Northern Pacific
Railway re one-way couplet
City of Pendleton
Project no. U-155(7)

To: G. S. Paxson
Deputy State Highway Engineer

Office

You have asked for research and an opinion upon the question of whether a railroad, in this case, Northern Pacific Railway Company, can require the State to assume railway's costs in repairing and reconstructing its roadbed so that it is in a suitable condition to receive an improved highway surface, where the railroad occupies a part of a street or highway within a city and the resurfacing is being done pursuant to an agreement between said city and state?

The above question arose when the Highway Department and the City of Pendleton, pursuant to agreement, constructed a one-way couplet within the City of Pendleton, upon streets whereon were located tracks of the Union Pacific Railroad and the Northern Pacific Railroad. The file shows that the railroads were occupying the streets under franchises which were granted by the City of Pendleton wherein one of the requirements is that:

> "During the continuance of the franchise hereby granted, said grantees, their successors and assigns, shall keep those portions of the streets occupied by said track between the rails of said track and for eighteen (18) inches outside of each rail, in good repair; provided that the obligation so to do shall be exclusively that of Northern Pacific Railroad Company, its successors and assigns, as to that portion of said track extending from the southerly line of Webb Street to point of connection with the present Northern Pacific track serving Collins Mill; . . ."

Said franchise was accepted by Northern Pacific Railway officials on May 23, 1936. Your (G. S. Paxson) letter to Mr. George Baker, Superintendent for Union Pacific Railroad, dated February 3, 1961, fully sets forth the contents of the file in respect to this matter and therein recites the franchise requirements above.

An agreement between the State of Oregon, acting by and through its State Highway Department, and the Oregon-Washington Navigation Company and

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Union Pacific Railroad Company, Lessee, dated May 22, 1961, which had an effective date of March 1, 1961, among other things, granted an easement to the State to a certain small triangular tract of land. Said easement was granted subject to any existing encumbrance, and rights of non-parties in, upon or relating to the railroad property were protected by the said agreement. The railroad further reserved the right, among others, to reconstruct, repair, renew and replace existing tracks, facilities, etc., upon the easement property.

Section 9 of said agreement recites that the Northern Pacific Railroad Company as a co-owner with "railroads" shall be and is legally entitled with "railroads" to the benefit of all protective and indemnifying provisions of this agreement.

Said Section 9 does not apply to costs incurred by the Northern Pacific Railroad in restoring its ballast, ties and rails to a "condition of good repair" as said Section 9 relates to protection and indemnification of the railroads from damages which railroads may sustain because of the acts of the State or some of its contractors, subcontractors or agents. In submitting its bill the Northern Pacific Railroad Company has not alleged any damage either in the amount of $6,552.60 or in any other amount.

Turning to the bill which was submitted by Northern Pacific Railroad Company to the State Highway Department, we find that the bill reads:

> "For costs incurred by Northern Pacific Railroad Company for rehabilitation of grade crossings in Pendleton, Oregon, in connection with Oregon State Project No. U-155(7), $6,552.60." (Emphasis added)

Under its franchise, Northern Pacific Railroad Company is obligated to maintain said crossing in good repair; it is evident that it had failed to do so and, therefore, had to perform this work to comply with said franchise requirements when demand was made by State that said tracks be in good shape so as to accommodate said new surface.

In researching this problem, we find that McQuillin's *Municipal Corporations*, Third Edition, Volume 7, Section 24.716. Paving. Page 774 is in point and reads in part:

> "A railroad or street railway usually may be required to pave a street between its tracks on the street and also to pave its roadbed or the street for a specified distance outside its tracks. Compelling a railroad or street railway to do this may and frequently does occur in connection with a paving of the street; the railroad or street railway is made to pave its roadbed to comform to the pavement of the street.[17] Requirements of this character constitute an exercise of police power and not a taking of private property for public use without adequate compensation.[18]

> Or a street railway may be required, in the absence of a restriction in the franchise on the power of the municipality, to pay for paving between tracks and on strips of reasonable width on each side of the tracks.[19]" (Emphasis added)

Section 24.717 Conformity to grade and surfacing of street, reads in part,

> "It is a general rule that municipal corporations can, under their power to regulate and control the use of their streets, require railroads or street railways to make their roadbeds and tracks conform to the grade and surfacing of the street on which they are located.[24] Moreover, a municipal corporation can require a railroad or street railway, at its own expense, to change the grade or surface of its roadbed or tracks to conform with a change of grade or surface in the street on which it is located.[25] Accordingly, a municipal corporation can compel a change in the roadbed of a railroad or street railway on a street, to facilitate a public improvement or for the public convenience.[26]"

---

[17] Georgia. Georgia Power Co. v. Decatur, 179 Ga. 471, 176 S.E. 494.

Pennsylvania. Philadelphia v. Empire Pass. R. Co., 7 Phila. 321.

Tennessee. Knoxville v. Knoxville Power & Light Co., 167 Tenn. 265, 68 S.W. (2d) 936.

Texas. Dallas Railway & Terminal Co. v. Bankston (Tex. Civ. App.) 33 S.W. (2d) 500.

Virginia. Richmond-Ashland R. Co. v. Commonwealth, 162 Va. 296, 173 S.E. 892.

Construction of "maintain" as used in statute as to paving by street railway. New York v. Dry Dock, E.B. & B.R. Co., 135 Misc. 678, 240 N. W. S. 744.

See South Covington & C. St. Ry. Co. v. Henkle & Sullivan, 228 Ky. 271, 14 S. W. (2d) 1068, involving an early contract exempting a company from paving.

Obligation to repair does not relieve railroad of liability for injuries due to hole underneath rail caused by defect of track structure. Yoder v. Philadelphia, 315 Pa. 586, 173 Atl. 275.

[18] Georgia Power Co. v. City of Decatur, 179 Ga. 471, 176 S. E. 494, 502, 503.

[19] Ibid.

[24] Harrisburg City Pass. R. Co. v. Harrisburg (Pa.), 2 Chest. County Rep. 333.
See also authorities cited, § 24.716, note 17, ante.

[25] Cleveland v. Augusta, 102 Ga. 233.

[26] People v. Chicago City R. Co., 324 Ill. 618, 155 N. E. 781.

In view of the foregoing it appears that the Northern Pacific Railroad Company does not have a valid claim against the State for the work that it performed in rehabilitating its crossings in connection with our Project No. U-155(7).

J. N. HERSHBERGER
Staff Attorney

JNH:ckr

N.P. 1336 / 4-24

ORIGINAL

BILL NO. 18655 QUOTE WHEN REMITTING

STATE OF OREGON

HIGHWAY DEPARTMENT

SALEM, OREGON

MONTH'S ACCOUNT NOVEMBER 1961

WEST.DIST.ACCOUNTS DEPT. NO. B-5666

DATE MADE November 24, 1961

TO NORTHERN PACIFIC RAILWAY COMPANY, DR.

REMIT TO H. S. LATHAM, TREAS., ST. PAUL, MINN.

For costs incurred by Northern Pacific Railway forces for rehabilitation of grade crossings in Pendleton, Oregon in connection with Oregon State Project No. U-155 (7). Per detail attached	6552.60	
AMOUNT OF THIS BILL		$6552.60

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FOR FILING

[illegible]

5891

January 25, 1962

Mr. K. T. Woodruff
Auditor Disbursements
Northern Pacific Railway Company
St. Paul 1, Minnesota

Dear Sir:

Reference is made to your Bill No. 118655, dated November 1961, and headed "West. Dist. Accounts Dept. No. B-5666". This bill has to do with work in connection with the grade crossings of tracks in Pendleton city streets by the improvement of the one-way couplet on Emigrant and Frazer Avenues, Oregon State Project No. U-155(7).

All work which we did on this project and which affected your tracks was within the area of city streets of Pendleton. You are operating on these city streets under a franchise covered by Ordinance No. 2349, dated March 21, 1961, of the City of Pendleton. This franchise places a burden upon your Company to keep those portions of the street occupied by the track in good order.

In view of the conditions under which you are operating, we cannot accept billing for costs incurred in fulfilling the terms of the franchise.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
cc Mr. Forrest Cooper
Mr. L. I. Lindas
Mr. C. E. Maison

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FOR FILING

[illegible] (7)

5891

Route 2, Box 7-O
Pendleton, Oregon
January 25, 1962

Mr. George Spencer
S. D. Spencer & Son
4614 N. E. 72nd Avenue
Vancouver, Washington

Dear Sir:-

Replying to your letter wherein your attorney advises you to wait for a period of six months before paying us the ten percent retainage on the Pendleton Couplet job, which we were sub-contractors, we wish to advise that we have been advised to have this money placed in escrow at the LaGrande Branch of the First National Bank of Oregon, LaGrande, Oregon, to protect our interests.

Unless you comply with the above request, action will be taken.

Your reply to the above matter is requested by return mail.

Yours very truly,

H. J. & H.W. MILLER

H. J. Miller

Partner.

HJM-1

CC: Oregon State Highway Commission
Salem, Oregon

CC: Vic Risley Insurance Agency
Portland, Oregon

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N 29 1962
OREGON
STATE HIGHWAY COMMISSION

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5891

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2, 1962

SUBJECT:

To: Mr. L. I. Lindas
Chief Counsel

Attached is a bill from the Northern Pacific Railway Company for costs incurred in rebuilding their track in connection with contract No. 5891, S.E. Ninth Street - S.W. Fourth Street - Pendleton. Also attached is a copy of the City of Pendleton's ordinance No. 2349, granting a franchise to the railroad company, and the agreement between the State and the railroad company.

Will you determine our liability for the costs included in the attached bill. Section two, paragraph E, of the agreement between the State and the railroad company limits reimbursement to work performed in accordance with and to the extent permitted by Policy and Procedure Memorandum 30-3. Paragraph 8A of PPM 30-3 requires that a detailed and itemized estimate of the cost of the work to be performed shall be attached to and be a part of the agreement. We are unable to locate an estimate for this work. There is a letter dated April 25, 1961, in the contract folder in the general files from Mr. Paxson to C. G. Polk in which Mr. Paxson states there will be no work required by the railroad company on this project.

Please return the attached documents with your determination and your reasons. These are the original documents and cannot be replaced.

C. H. Maison
Auditor

CHM:jc

Attachment

cc: G. S. Paxson

NOTED
G. S. PAXSON

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DEC 21 1961
FOR FILING

5191

December 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding three copies of agreement with the Union Pacific Railroad Company (OWRR & N Co.) dated May 22, 1961, File No. 31645, relative to construction of the S. E. 9th Street-S. W. 4th Street (Pendleton) Section, Project No. U-155(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

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DEC 20 1961
FOR FILING

5491

December 19, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5891 for grading-paving-signing-traffic signals on the SE 9th St.-SW 4th St. Section (Pendleton) of the Pendleton-John Day (northbound) Highway in Umatilla County was completed by the contractor, S. D. Spencer & Son, on October 20, 1961, and was formally accepted by the Highway Commission on November 15, 1961.

Final payment in the amount of $3,398.62 will be released to the contractor on or after December 26, 1961. The total contract amount is $113,367.75, of which amount $80.33 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: S. D. Spencer & Son
4614 NE 72nd Ave.,
Vancouver
Washington

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 10, 1961

Section S.E. 9th. St.-S.W. 4th. St.(Pendleton)

Kind of work Grading, Paving, Signing & Traffic Signals

Highway Pendleton-John Day(Northbound) County Umatilla

Section prefix 30-1083

Contractor S.D. Spencer & Son

Contract number 5891

Date of contract April 14, 1961

Specified work days 80

Date work started May 9, 1961

Work days used 86

Project authorization $ 133,792.88

Exclusive of engineering $ 124,278.72

Per cent of time elapsed 107.5 %

Estimated cost of completed project, exclusive of engineering $ 116,907.75

Estimated per cent underrun 1.6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 9,514.16

Engineering cost to date $ 14,697.12, 154.5 %

Date project was completed October 20, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	--	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate for this project was completed this week & submitted to Division Office on Friday Nov. 10, 1961.

The amount for adjustment of water lines on this project was unobtainable at time of submission of semi-final. Billing for this adjustment has been submitted to Salem office for approval & decision of amount of billing State is to participate in. No adjustment on original authorization for this item was made on submitted semi-final.

Unless further data or information is needed this will be the final report.

NOTED

Project completed October 20, 1961

Signed

Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.69	0.69			0.69
Miles partially completed					
Miles completed	0.69	0.69			0.69
Total estimated quantities (contract)	8,500 CY	9,140 CY			3,300 Ton
Total quantities corrected to date	7,720 CY	9,266 CY			3,001 Ton
Estimated quantities moved or placed to date	7,720 CY	9,266 CY			3,001 Ton
Average daily quantities This week	0	0			0
Average daily quantities necessary to complete project on time	0	0			0
Number shifts per day	0	0			0
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear-cool		
Tuesday	Clear-cool		
Wednesday	Pt. fair		
Thursday	Pt. fair		
Friday	Overcast-showers		
Saturday			

RECEIVED
OCT 26 1961
FOR FILING

155(7)

5891

October 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 20, 1961, on Contract No. 5891, S. E. 9th St.-S. W. 4th St. (Pendleton) Section, in Umatilla County, in connection with Federal Aid Project No. U-155(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: H. S. Cox

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OCT 3 1961
10-19
FOR FILING

10-2-61

Form Approved; Budget Bureau No. 41-R2089

CONTRACT TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE **Oregon**
PROJECT REPORTING NO. 8	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY **Umatilla**
		PROJECT NO. **U-155(7)**

4 8C11

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 395 S.E. 9th St. to S.W. 4th St. (Pendleton)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-17-60	0.7
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 119,214	$ 75,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)
By
State Highway Engineer
(Title)
By
(Title)
By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
By C. G. Polk
(Division Engineer)
By: R. C. Wright, Administrative Mgr.
Date executed by Division Engineer October 2, 1961

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

13. ADDITIONAL PROVISIONS

Traffic control measures described in agreement dated January 24, 1961 between State of Oregon and city of Pendleton.

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: September 25, 1961

C G Polk

FROM : Mr. C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Project Agreement

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

U-155(7) US 395 SE 9th St. to SW 4th St. (Pendleton)

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

RECEIVED
SEP 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

September 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the S. E. 9th Street- S. W. 4th Street (Pendleton) Section, Project No. U-155(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

July 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the S. E. 9th Street-S. W. 4th Street (Pendleton) Section, Project No. U-155(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Enc.

Oregon State Highway Department

Federal Aid
Project No. U-155(7)

S. E. 9TH STREET-S. W. 4TH STREET (PENDLETON) SECTION OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 19, 1961

Type Code 6211
Roadway (Sta. 2+60 to Sta. 44+83.18) (Contract 5891)

Clearing and Grubbing	All Required		$ 5,000.00
Removal of Concrete and Masonry	All Required		250.00
Drainage Excavation, Unclassified	50 cu. yds.	$ 6.00	300.00
General Excavation, Unclassified	8,500 cu. yds.	1.80	15,300.00
Finishing Roadbed and Slopes	All Required		1,500.00
8-inch Corrugated Metal Pipe	700 lin. ft.	3.00	2,100.00
Extra for Pipe Under Pavement	40 lin. ft.	6.00	240.00
Special Section, Corrugated Metal Pipe	All Required		150.00
24-inch Arch Type Corrugated Metal Pipe	50 lin. ft.	9.50	475.00
Concrete Inlets, Type "G"	12 only	200.00	2,400.00
Concrete Storm Drain Box	All Required		600.00
Concrete Curbs	130 cu. yds.	75.00	9,750.00
Concrete Curbs and Gutters	16 cu. yds.	75.00	1,200.00
Concrete Driveways	170 sq. yds.	4.75	807.50
Concrete Walks	60 sq. yds.	4.75	285.00
Coarse Crushed Material in Base	7,900 cu. yds.	2.50	19,750.00
3/4" - 0 Material in Base	1,240 cu. yds.	4.50	5,580.00
Sprinkling	230 M-gals.	5.50	1,265.00
Preparation of Base	All Required		800.00
3/4" - 0 Material in Binder Course	130 cu. yds.	6.00	780.00
MC-2 Asphalt	20 tons	68.00	1,360.00
Class "B" Asphaltic Concrete	3,300 tons	8.75	28,875.00
Asphaltic Concrete Traffic Markers, Type "L"	420 lin. ft.	1.50	630.00
Removal of Existing Sign Installations	All Required		400.00
Wood Sign Posts	All Required		4,000.00
Type "A" Signs in Place	65 sq. ft.	12.00	780.00
Type "C" and "D" Signs in Place	507 sq. ft.	3.50	1,774.50
Type "E" Signs in Place	132 sq. ft.	3.50	462.00
Type "J" Signs in Place	7 sq. ft.	9.00	63.00
			$106,877.00
Flagging (57½% of Contractor's Cost)	All Required		$ 1,500.00
	Subtotal		$108,377.00
	10% Engr. & Cont.		10,837.00
	Total		$119,214.00

Length of Roadway	0.677 Mile
Length of Roadway (No Work)	0.100 Mile (Exception)
Total Length	0.777 Mile
Cost of Roadway Per Mile.	$178,731.63

Federal Funds	$ 75,000.00
State Funds	8,464.00
City Funds	35,750.00
	$119,214.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Federal Aid
Project No. U-155(7)

Oregon State Highway Department

SE 9TH STREET-SW 4TH STREET (PENDLETON) SECTION OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 28, 1960

Type Code 6201
Roadway (Sta. 2+60 to Sta. 44+80.18)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Removal of Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	50	cu.yd.	4.00	200.00
General Excavation, Unclassified	8,500	cu.yd.	1.50	12,750.00
Finishing Roadbed and Slopes	All	Required		650.00
8-inch Corrugated Metal Pipe	700	lin.ft.	2.50	1,750.00
Extra for Pipe Under Pavement	40	lin.ft.	3.00	120.00
Special Section, Corrugated Metal Pipe	All	Required		350.00
29-inch Arch Type Corrugated Metal Pipe	50	lin.ft.	9.00	450.00
Concrete Inlets, Type "G"	12	only	100.00	1,200.00
Concrete Storm Drain Box	All	Required		200.00
Concrete Curbs	130	cu.yd.	75.00	9,750.00
Concrete and Gutters	16	cu.yd.	75.00	1,200.00
Concrete Driveways	170	sq.yd.	4.50	765.00
Concrete Walks	60	sq.yd.	4.50	270.00
Coarse Crushed Material in Base	7,900	cu.yd.	3.25	25,675.00
3/4" - 0 Material in Base	1,240	cu.yd.	3.50	4,340.00
Sprinkling	230	M-gal.	4.00	920.00
Preparation of Base	All	Required		350.00
3/4" - 0 Material in Binder Course	130	cu.yd.	5.00	650.00
MC-2 Asphalt	20	ton	75.00	1,500.00
Class "B" Asphaltic Concrete	3,300	ton	12.70	41,910.00
Asphaltic Concrete Traffic Markers	420	lin.ft.	1.00	420.00
				$110,420.00
Flagging (57½% of Contractor's Cost)	All	Required		1,500.00
Signing (Permanent)	All	Required		3,500.00
				$ 5,000.00
Utilities Work				
Work by City of Pendleton (Water Lines)	All	Required		3,000.00
	Subtotal			$118,420.00
	10% Engr. & Cont.			11,842.00
			Total	$130,262.00

Length of Roadway - - - - - - - - - - -	0.677 Mile
Length of Roadway (No Work) - - - - -	0.100 Mile (Exception)
Total Length- - - - - - - - - - - - - -	0.777 Mile
Cost of Roadway Per Mile- - - - - - - -	$192,410.63

Federal Funds -	$ 80,000.00
State Funds -	14,512.00
City Funds- -	35,750.00
	$130,262.00

Oregon State Highway Department

Federal Aid
Project No. U-155(7)

S. E. 9TH STREET-S. W. 4TH STREET (PENDLETON) SECTION
OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 9, 1961

Type Code 6201
Roadway (Sta. 2+60 to Sta. 44+80.18)

Clearing and Grubbing	All	Required		$ 1,000.00
Removal of Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	50	cu.yds.	$ 4.00	200.00
General Excavation, Unclassified	8,500	cu.yds.	1.50	12,750.00
Finishing Roadbed and Slopes	All	Required		650.00
8-inch Corrugated Metal Pipe	700	lin.ft.	2.50	1,750.00
Extra for Pipe Under Pavement	40	lin.ft.	3.00	120.00
Special Section, Corrugated Metal Pipe	All	Required		350.00
29-inch Arch Type Corrugated Metal Pipe	50	lin.ft.	9.00	450.00
Concrete Inlets, Type "G"	12	only	100.00	1,200.00
Concrete Storm Drain Box	All	Required		200.00
Concrete Curbs	130	cu.yds.	75.00	9,750.00
Concrete and Gutters	16	cu.yds.	75.00	1,200.00
Concrete Driveways	170	sq.yds.	4.50	765.00
Concrete Walks	60	sq.yds.	4.50	270.00
Coarse Crushed Material in Base	7,900	cu.yds.	3.25	25,675.00
3/4" - 0 Material in Base	1,240	cu.yds.	3.50	4,340.00
Sprinkling	230	M-gals.	4.00	920.00
Preparation of Base	All	Required		350.00
3/4" - 0 Material in Binder Course	130	cu.yds.	5.00	650.00
MC-2 Asphalt	20	tons	75.00	1,500.00
Class "B" Asphaltic Concrete	3,300	tons	12.70	41,910.00
Asphaltic Concrete Traffic Markers, Type "L"	500	lin.ft.	1.00	500.00
Removal of Existing Sign Installations	All	Required		200.00
Wood Sign Posts	All	Required		1,042.00
Type "A" Signs in Place	65	sq.ft.	7.95	516.75
Type "C" and "D" Signs in Place	507	sq.ft.	4.25	2,154.75
Type "E" Signs in Place	132	sq.ft.	4.90	646.80
Type "J" Signs in Place	7	sq.ft.	9.00	63.00
				$115,123.30
Flagging (57½% of Contractor's Cost)	All	Required		1,500.00
Utility Work				
Work by City of Pendleton (Water Lines)	All	Required		3,000.00

Length of Roadway - - - - - - - - - - - 0.677 Mile
Length of Roadway (No Work) - - - - - 0.100 Mile (Exception)
Total Length - - - - - - - - - - - - 0.777 Mile
Cost of Roadway Per Mile- - - - - - - $194,364.84

Federal Funds -	$ 82,000.00
State Funds -	13,835.00
City Funds- -	35,750.00
	$131,585.00

Oregon State Highway Department

Federal Aid
Project No. U-155(7)

SE 9TH STREET-SW 4TH STREET (PENDLETON) SECTION OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 14, 1961

Type Code 6201
Roadway (Sta. 2+60 to Sta. 44+80.18)

Clearing and Grubbing	All Required		$ 1,000.00
Removal of Concrete and Masonry	All Required		4,000.00
Drainage Excavation, Unclassified	50 cu.yds.	$ 4.00	200.00
General Excavation, Unclassified	8,500 cu.yds.	1.50	12,750.00
Finishing Roadbed and Slopes	All Required		650.00
8-inch Corrugated Metal Pipe	700 lin.ft.	2.50	1,750.00
Extra for Pipe Under Pavement	40 lin.ft.	3.00	120.00
Special Section, Corrugated Metal Pipe	All Required		350.00
29-inch Arch Type Corrugated Metal Pipe	50 lin.ft.	9.00	450.00
Concrete Inlets, Type "G"	12 only	100.00	1,200.00
Concrete Storm Drain Box	All Required		200.00
Concrete Curbs	130 cu.yds.	75.00	9,750.00
Concrete and Gutters	16 cu.yds.	75.00	1,200.00
Concrete Driveways	170 sq.yds.	4.50	765.00
Concrete Walks	60 sq.yds.	4.50	270.00
Coarse Crushed Material in Base	7,900 cu.yds.	3.25	25,675.00
3/4" - 0 Material in Base	1,240 cu.yds.	3.50	4,340.00
Sprinkling	230 M-gals.	4.00	920.00
Preparation of Base	All Required		350.00
3/4" - 0 Material in Binder Course	130 cu.yds.	5.00	650.00
MC-2 Asphalt	20 tons	75.00	1,500.00
Class "B" Asphaltic Concrete	3,300 tons	12.70	41,910.00
Asphaltic Concrete Traffic Markers, Type "D"	420 lin.ft.	1.00	420.00
Removal of Existing Sign Installations	All Required		200.00
Wood Sign Posts	All Required		1,042.00
Type "A" Signs in Place	65 sq.ft.	7.95	516.75
Type "C" and "D" Signs in Place	507 sq.ft.	4.25	2,154.75
Type "E" Signs in Place	132 sq.ft.	4.90	646.80
Type "J" Signs in Place	7 sq.ft.	9.00	63.00
			$115,043.30
Flagging (57½% of Contractor's Cost)	All Required		1,500.00

Utilities Work

Work by City of Pendleton (Water Lines)	All Required		3,000.00

Subtotal	$119,543.30
10% Engr. & Cont.	11,953.70
Total	$131,497.00

Length of Roadway - - - - - - - - - - - -	0.677 Mile
Length of Roadway (No Work) - - - - - -	0.100 Mile (Exception)
Total Length- - - - - - - - - - - - - - -	0.777 Mile
Cost of Roadway Per Mile - - - - - - -	$194,234.85

Federal Funds- -	$ 82,000.00
State Funds- -	13,747.00
City Funds -	35,750.00
	$131,497.00

RECEIVED
1961

FOR FILING

5891

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 20, 1961

RAILROAD COMPANIES
FILE No. 565

To: Mr. Earl Saling
Right of Way Manager
Office

SUBJECT: File 31645
Union Pacific Railroad Agreement
Pendleton-John Day Highway
Umatilla County

Herewith I hand you fully executed copy of agreement between Union Pacific Railroad Co. and the State relative to the above-titled matter. Distribution of conformed copies has been made as indicated below.

After processing by your office, please forward the executed document to the Secretary's office for filing.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Tom Edwards (2)
I. A. DeFrance (2)
A. F. Parson (2)
J. W. Nash (3)
C. H. Maison

RECEIVED
1961

NOTED
G. S. PAXSON

RECEIVED
SEP 12 1961
FOR FILING

5891

September 8, 1961

Mr. M. O. Gardner
City Manager
City Hall
Pendleton, Oregon

Dear Mr. Gardner:

Under date of August 31, 1961, you wrote to us, enclosing a letter from Igleheart Brothers, concerning the affect upon their truck loading by the one-way couplet on Emigrant Street. We have looked into this, and it does not appear that there is any obligation on the part of the State to revise the Igleheart facility.

I would also bring to your attention the fact that trucks previously loading on Emigrant Street have been driving against traffic in the westbound lane and then backing into the present loading platforms. This in itself is not a good practice, and I am surprised that accidents have not occurred.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ms

cc to: Mr. W. C. Williams
Mr. A. F. Parson
Mr. J. H. Walker

FORM E-30 80M 3-61 94307

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 6, 1961

SUBJECT: Access problem
Igleheart Flour Mill Co.
Frazer St.-Emigrant St. Couplet
City of Pendleton

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Salem

In compliance with your telephone request of yesterday, Mr. Walker made up the attached report in regard to the subject access problem.

We believe that Mr. Walker has thoroughly covered the situation and there is nothing more that we need to add. The sketch referred to in his letter is also enclosed.

We will teletype estimate of cost tomorrow.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:dj
Encl.

cc: J. H. Walker

RECEIVED
SEP [illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
Sept. 6, 1961

SUBJECT:

Igleheart Flour Mill Co. Access Problem
Frazer St. - Emigrant St. Couplet
City of Pendleton

To: Mr. G.S. Paxson
Asst. State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Following, as per your telephone request is a report on the Igleheart Flour Mill problem of change in their loading and unloading facilities when the existing two way system on Emigrant Street is changed to a one way west pattern.

Attached is a sketch which shows the existing facility and how it now operates and also the planned facility to go into effect when the change in routing is made.

I contacted a Mr. Vogel of the Igleheart Flour Mill Company who is the manager, and it is his opinion that the costs of the change of the facility should be borne by the State or City as they had nothing to do with the change of routing and also that they protested at the time of the hearing concerning the change.

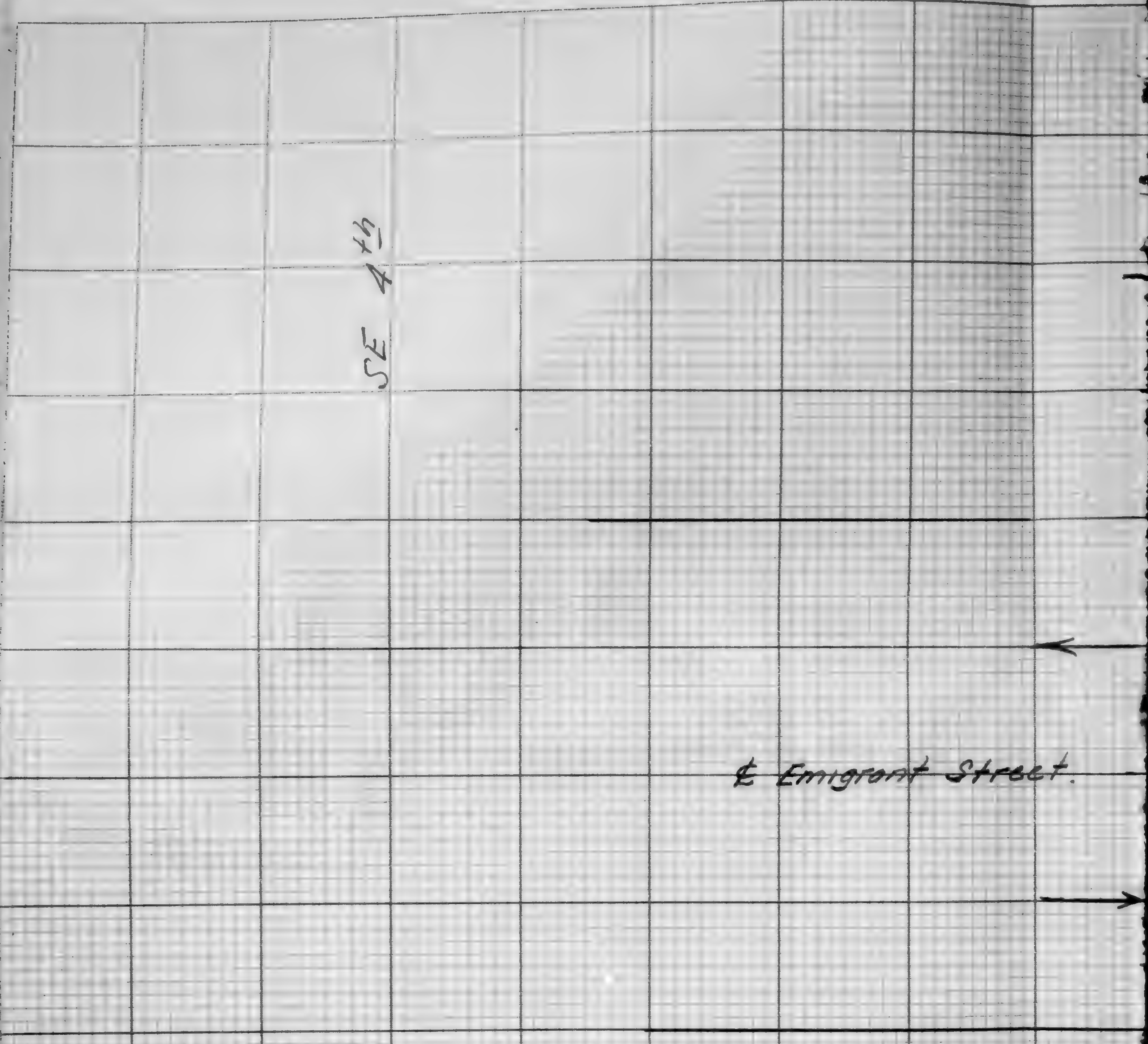
I note that, as shown on the sketch, the existing facility is not very satisfactory, due to the movement of their truck traffic having to swing left and into oncoming west bound traffic then back into their loading platform. On leaving, the trucks again have to go against this same traffic until they can get into the east bound lane. I have observed this situation personnaly for some 5 years and have noted a problem of traffic conjestion at the times of loading and unloading. It is my opinion that their plan No. 2 should have gone into effect years ago.

I was contacted by the Assistant City Engineer some two weeks ago and also a short time later by Mr. Vogel of the Flour Mill concerning their problem. I advised them at that time that I personnally could not see where the State was involved and doubted very much whether the State could participate in any of the costs of changes of the facility. I did however state that if they were going to make an issue of it, I would appreciate it if they would submit their problem through the City and then on to this office and then I would submit it through regular channels so that all concerned could be advised of the situation. This of course as you know was not done as far as the latter part was concerned.

I beleive this report along with the sketch will give you the information you requested. The changes as shown by the sketch involves removal of some curb, a set of steps, revision of the loading platform, paving an area now in lawn, replacing some steps on the west end of the office porch and some change in awnings and a canopy over the loading platform.

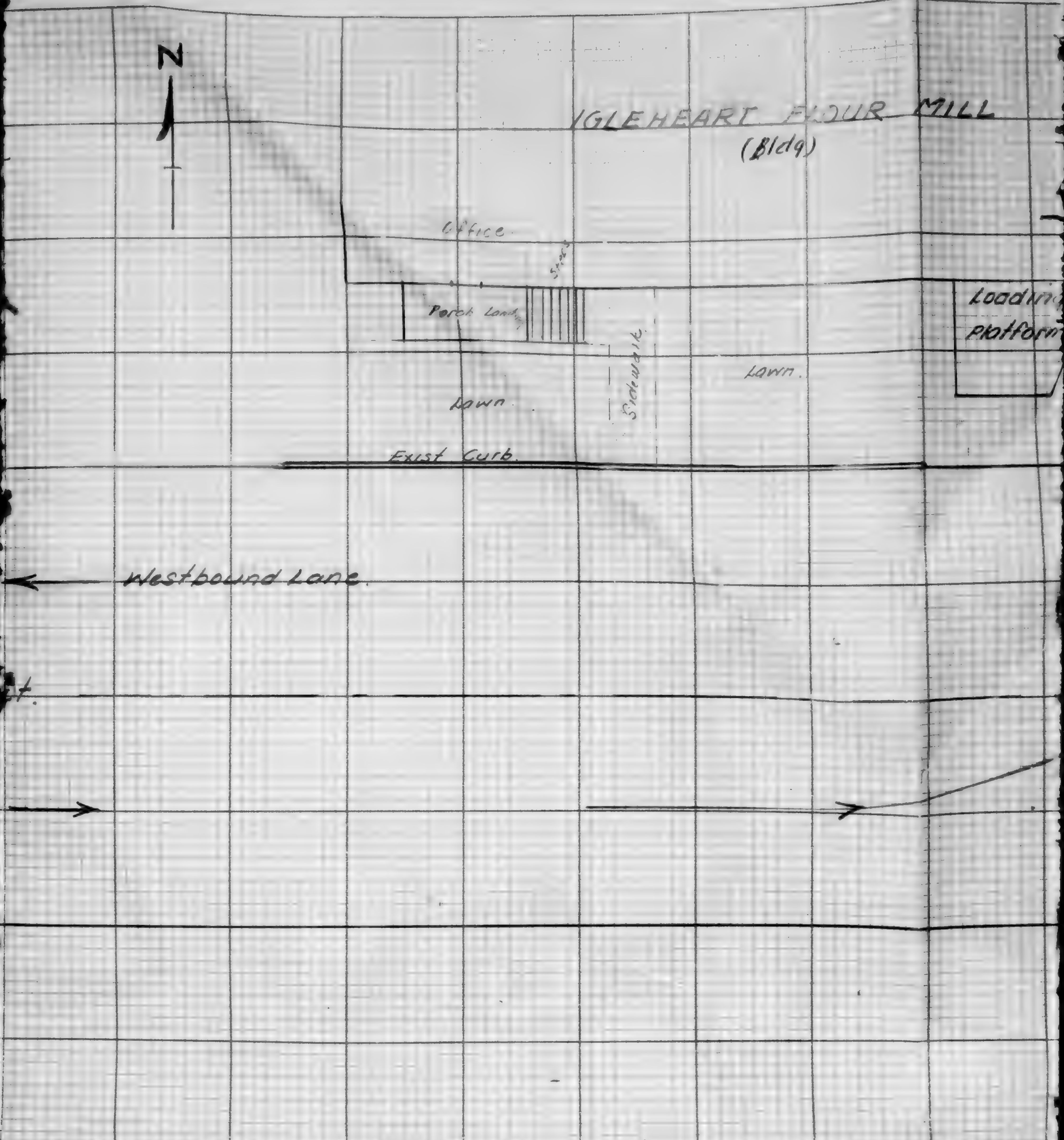
John H. Walker
Resident Engineer

cc; A.F. Parson



SKETCH (Not to Scale)

IGLEHEART FLOUR MILL

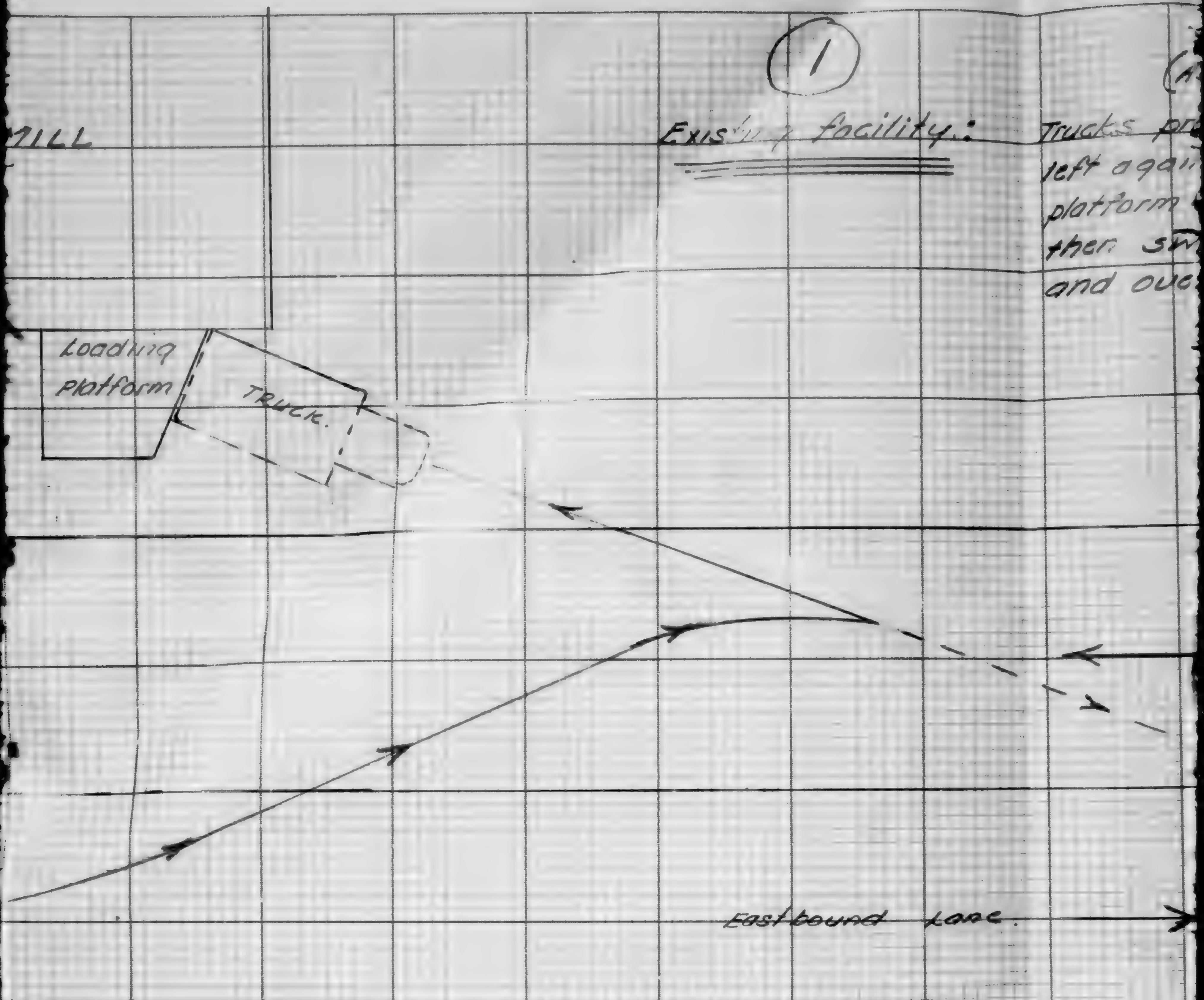

N
IGLEHEART FLOUR MILL
(Bldg)
Office
Stairs
Porch Landing
Loading
Platform
Lawn
Sidewalk
Lawn
Exist Curb
Westbound Lane
t.
IGLEHEART FLOUR MILL

①

Existing facility:

(A

Trucks pr
left agai
platform
then sw
and ou



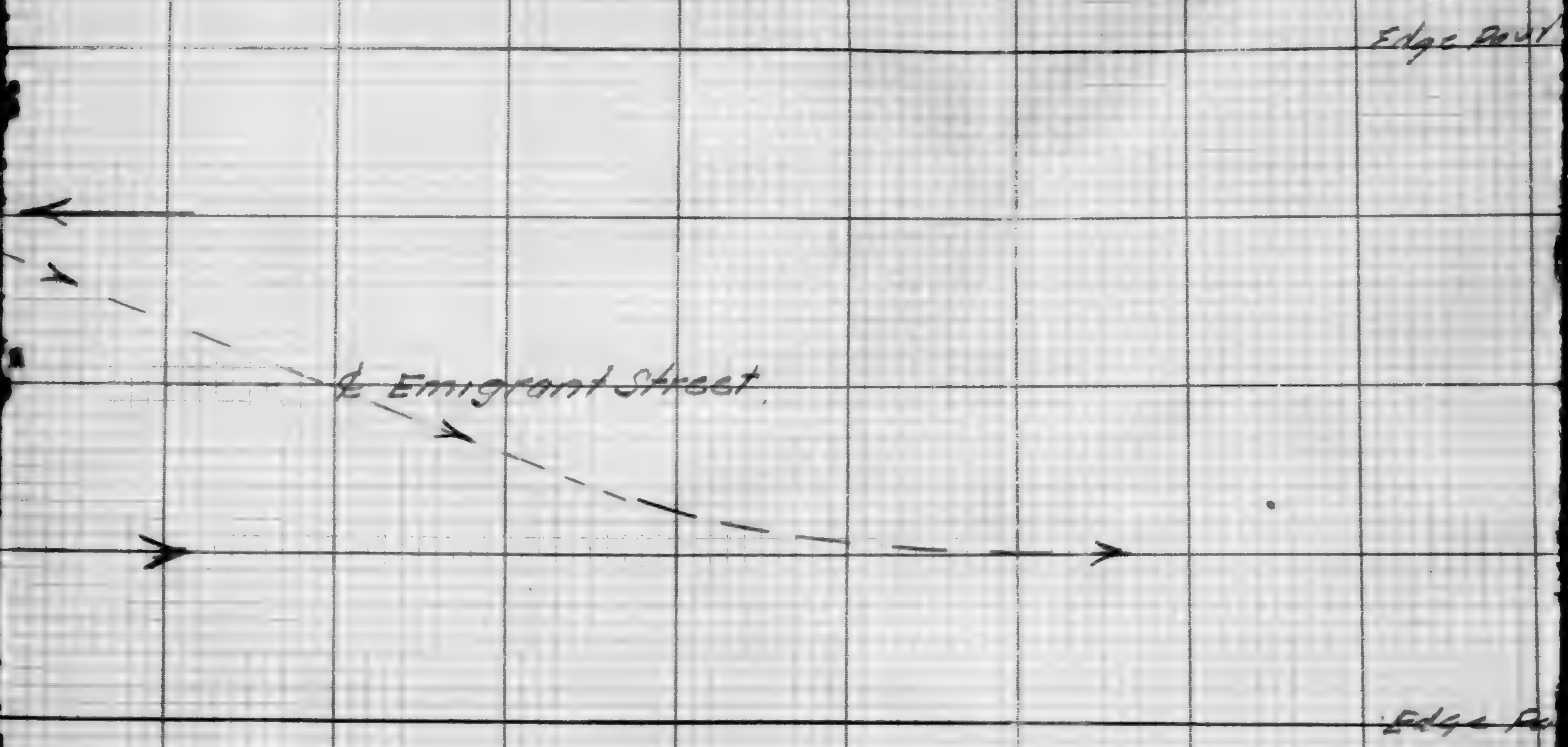
②

As in

Planned Facility : Truc

(As noted by red arrows & lines.)

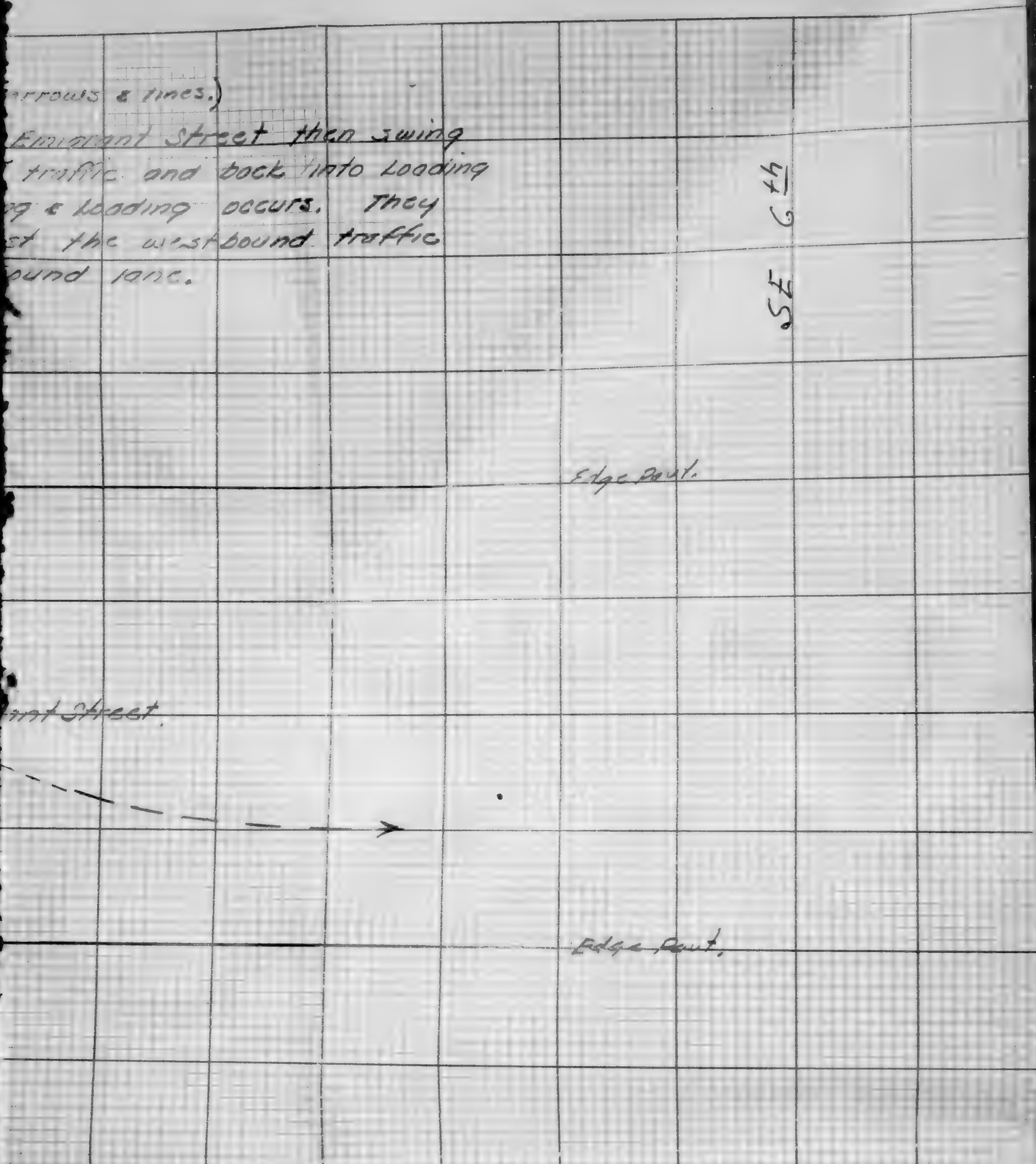
Trucks proceed east on Emigrant Street then swing left against westbound traffic and back into Loading platform where unloading & Loading occurs. They then swing out against the westbound traffic and over into eastbound lane.



As noted by red arrows & lines.

Trucks will proceed on westbound right hand arrows & lines.)

Emigrant Street then swing
traffic and back into Loading
g & Loading occurs. They
st the westbound traffic
ound lane.



us & lines.
on westbound right hand

SKETCH (Not to Scale)

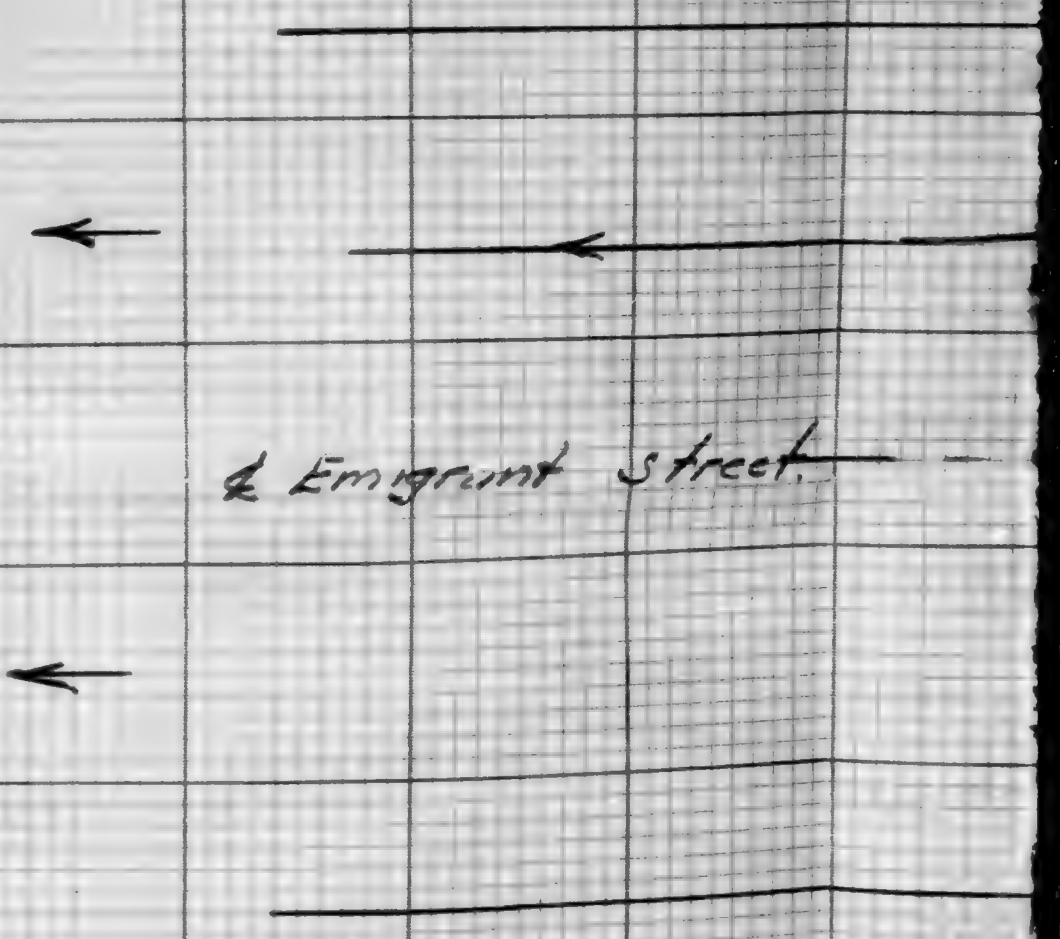
IGLEHEART FLOUR MILL

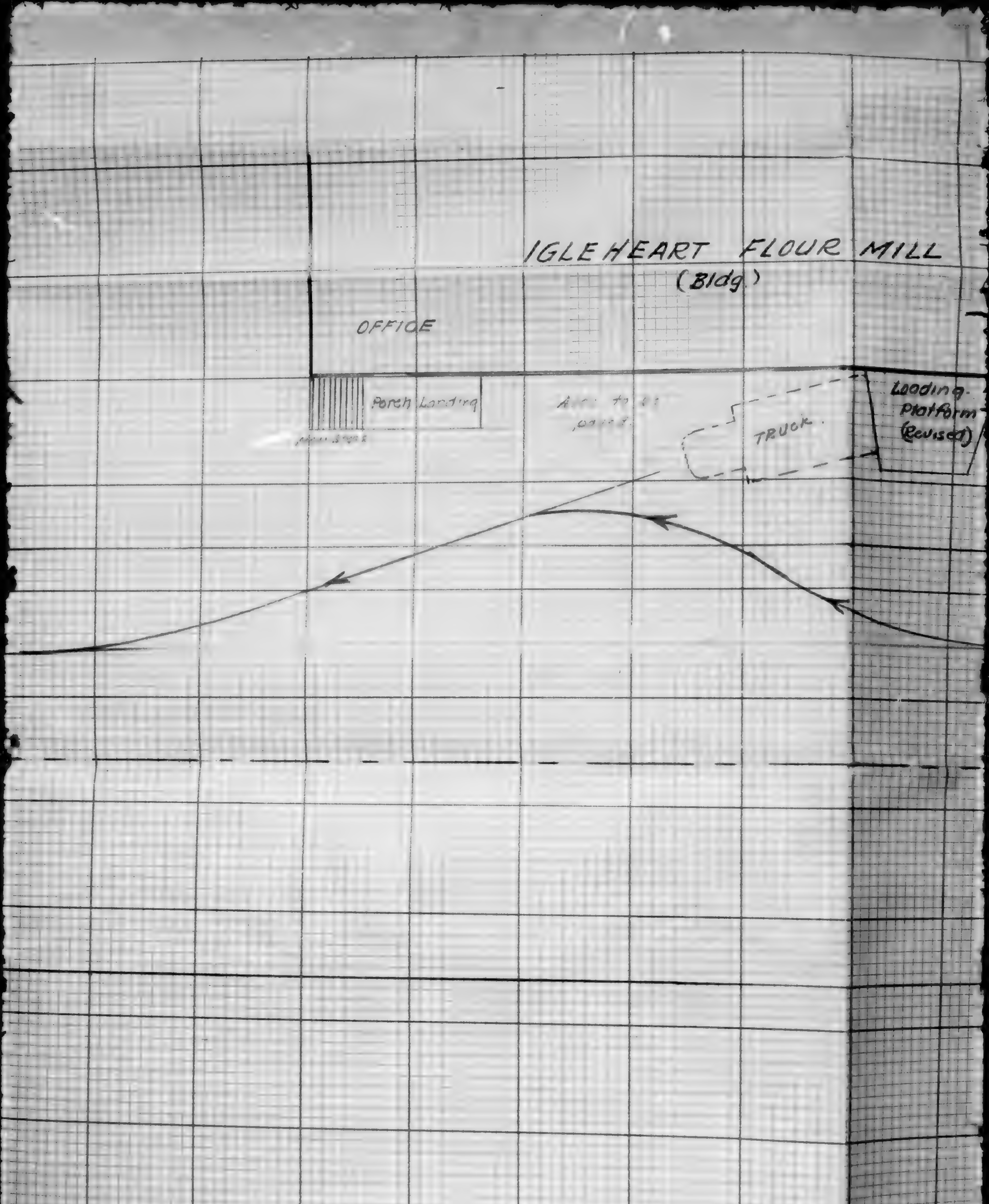
① Facilities as they now exist

① Facilities as planned in future.

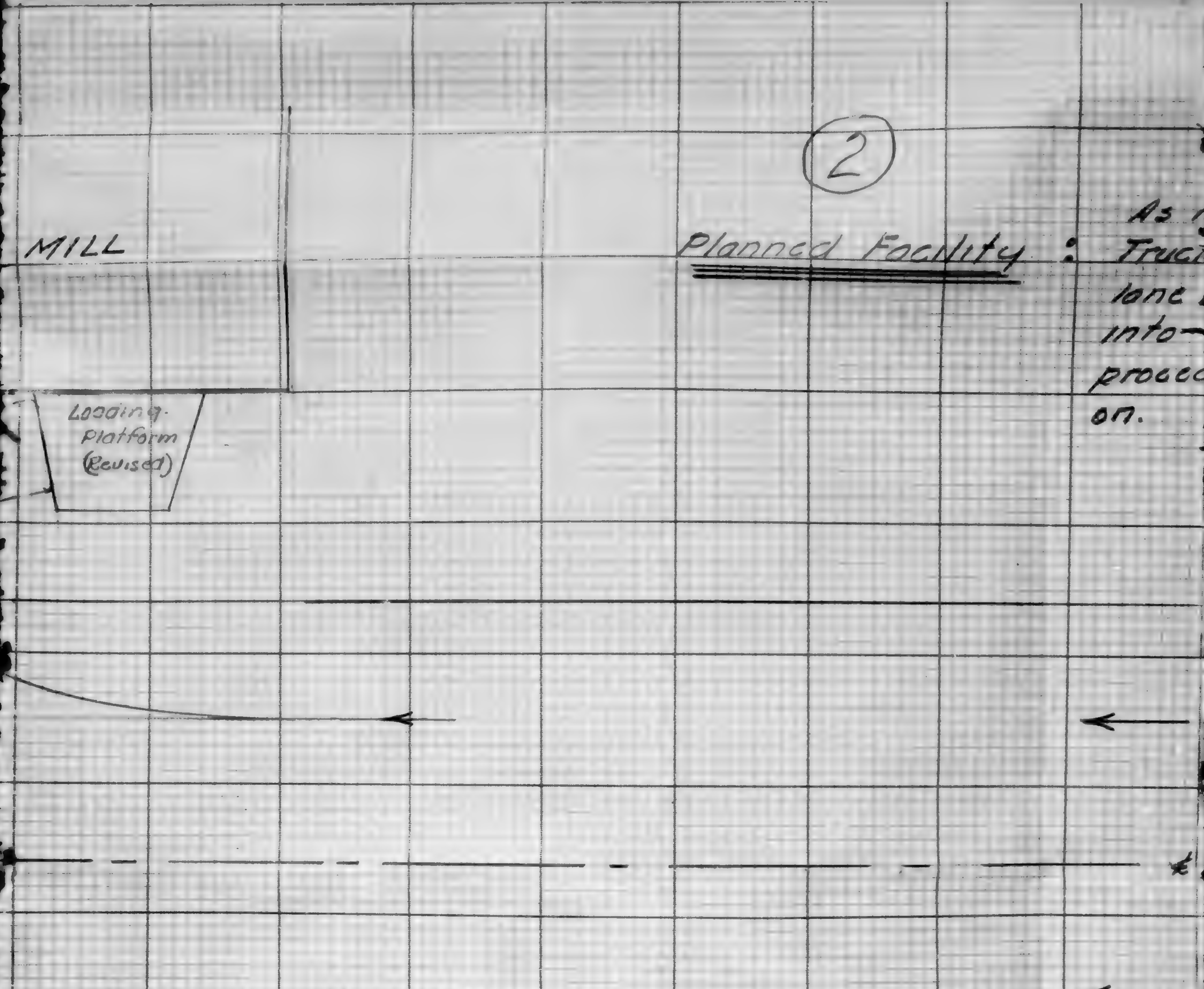
PENDLETON, OREGON

John H Walker
Res. Engr.




IGLEHEART FLOUR MILL
(Bldg.)
OFFICE
Porch Landing
Main Steps
Area to be paved.
TRUCK
Loading Platform (Revised)

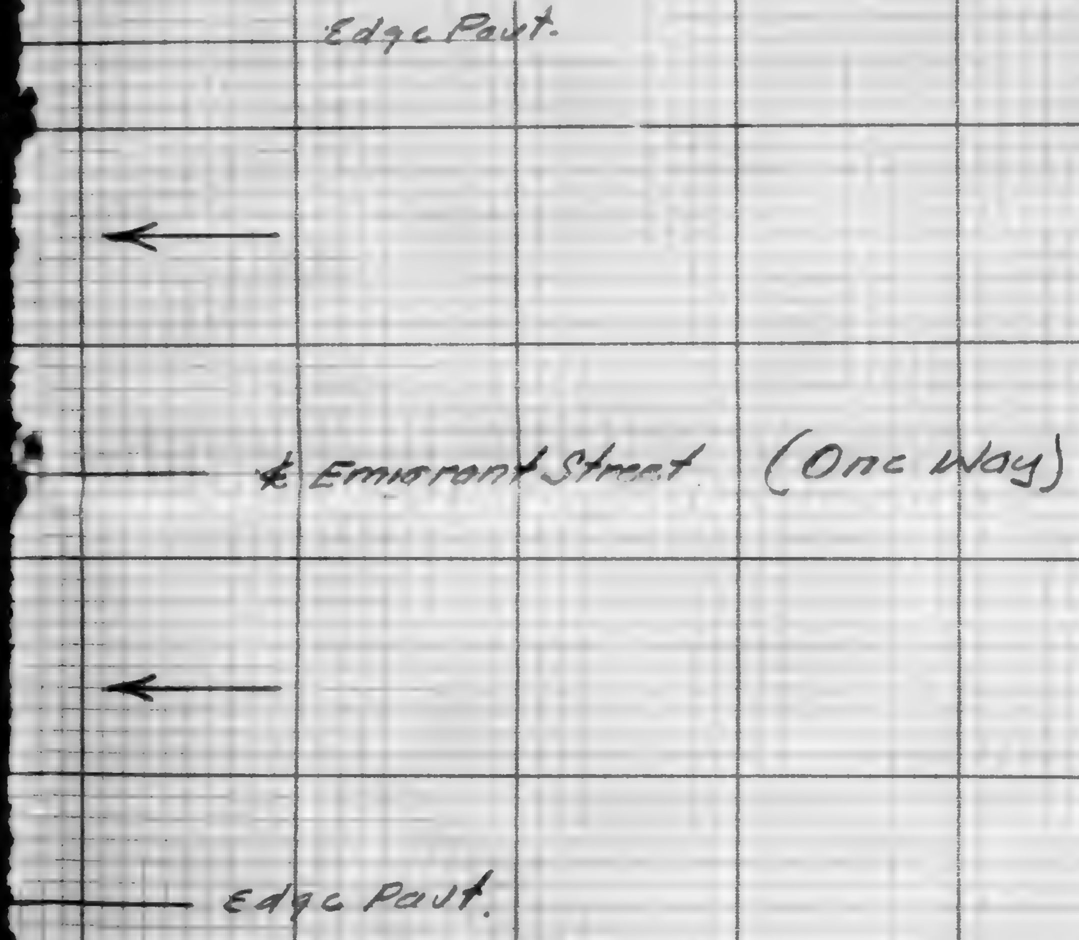
②



Planned Facility : As
Truc
lane
into—
procee
on.

As noted by red arrows & lines.

Trucks will proceed on westbound right hand lane will swing into new paved area and back into loading platform; then will leave by proceeding into same lane as the came in on.



RECEIVED
SEP 11 1961
FOR FILING

THE CITY OF PENDLETON

MELVIN WINTER, Mayor

COUNCILMEN
Al Fordice — K. E. "Tuk" Hodgen
Rudy R. Enbysk — Paul A. Thalhofer
Jack Comfort — C. William Stevens
William H. Clary — Milton L. Hatfield

M. O. GARDNER, City Manager

P. O. Box 397
PENDLETON, OREGON

September 1, 1961

U-155(9)

5891

REFERRED TO
Paxson
[illegible]

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Enclosed are two copies of a location map entitled "Emigrant-Frazer One-Way Couplet Igleheat Mill Access". These were inadvertently omitted from our letter of August 31, 1961 which delt with the access problem to this flour mill.

Very truly yours,

Anton Groh

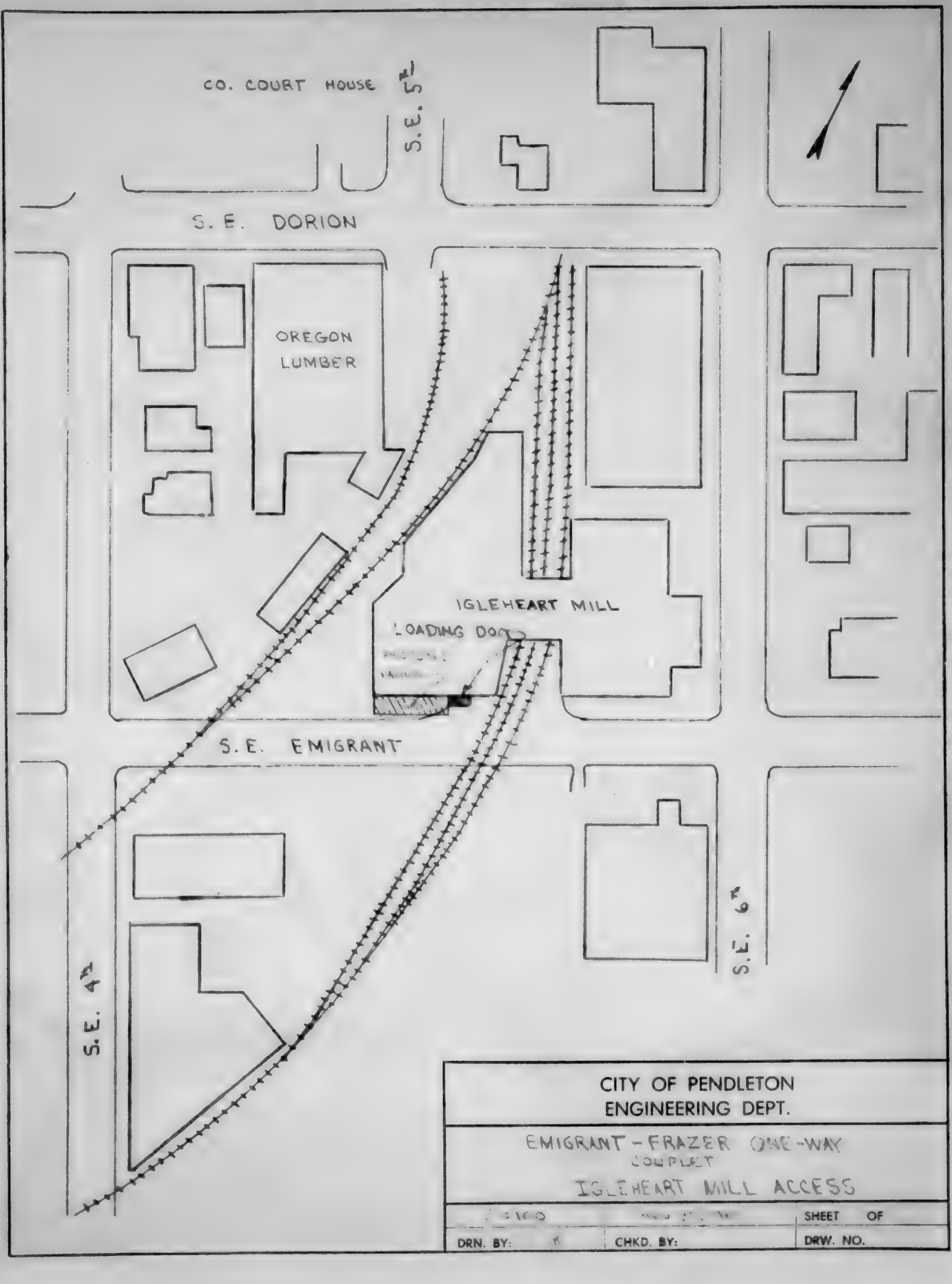
Anton Groh
City Engineer

AG:mc
Enc: as stated

THE WORLD'S ROUND-UP CITY

RECEIVED
SEP 5 1961
OREGON
STATE HIGHWAY COMMISSION

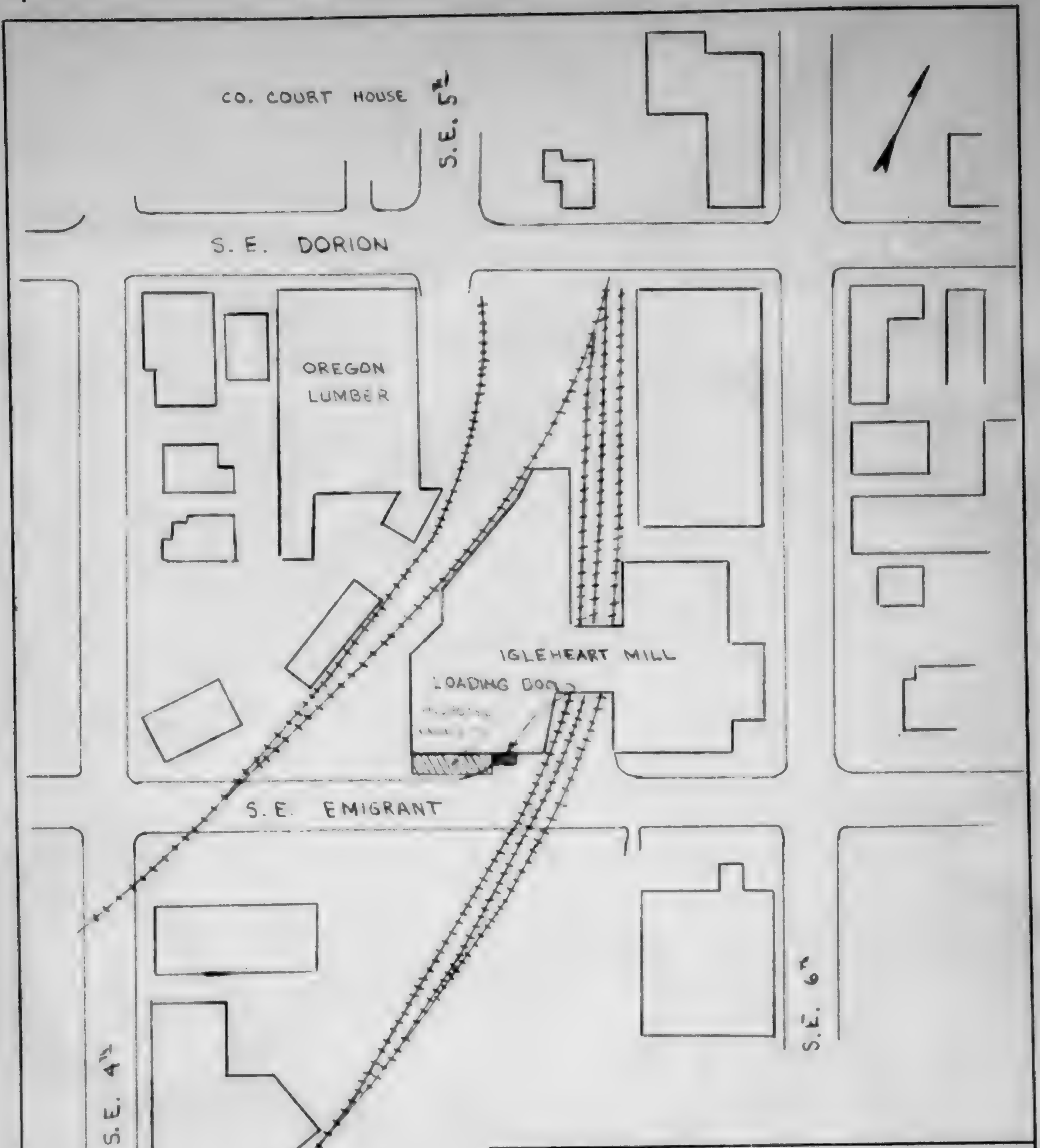
NOTED
S. F.



CITY OF PENDLETON
ENGINEERING DEPT.

EMIGRANT - FRAZER ONE-WAY
COUPLET
IGLEHEART MILL ACCESS

[illegible]	[illegible]	SHEET OF
DRN. BY:	CHKD. BY:	DRW. NO.

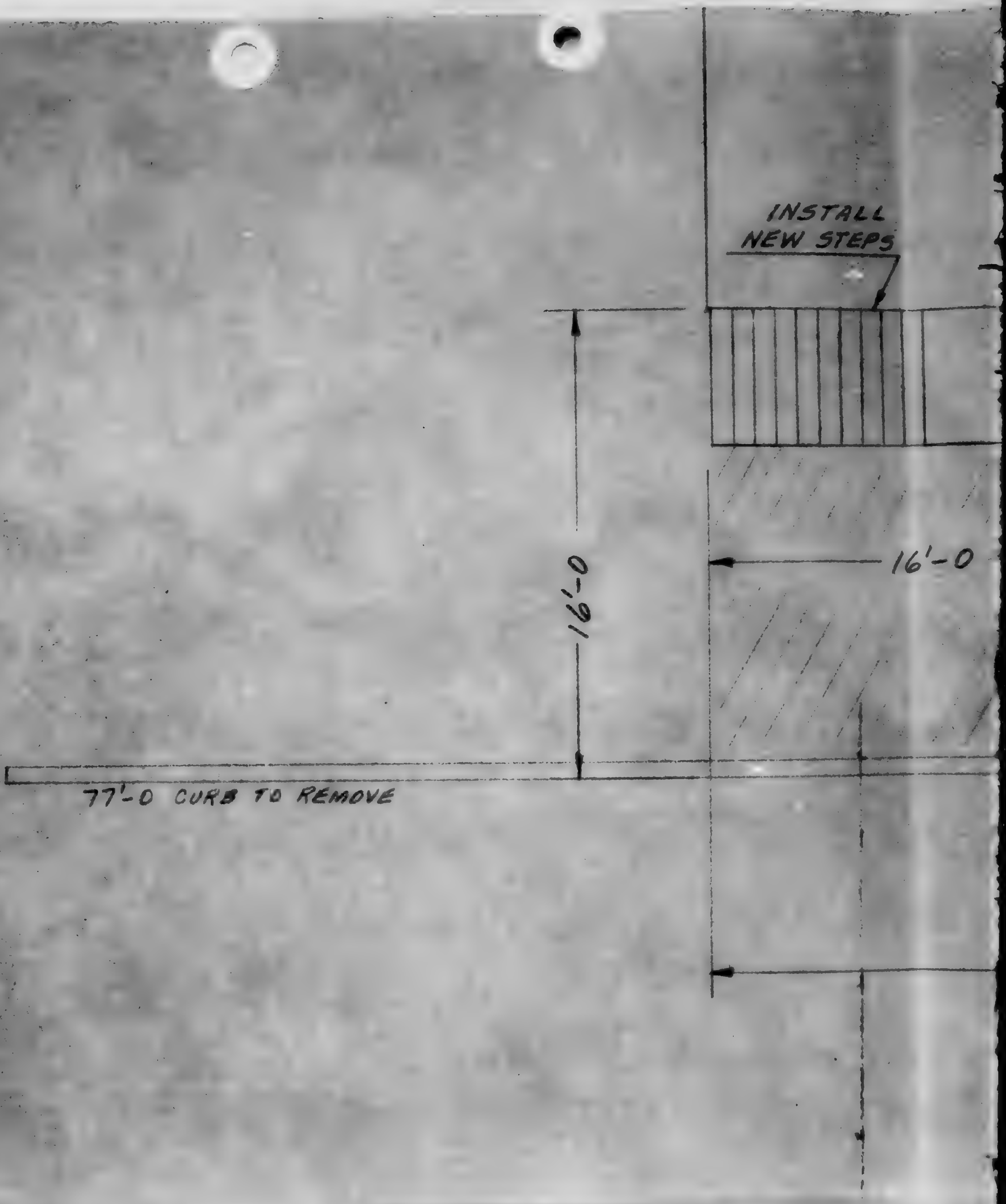


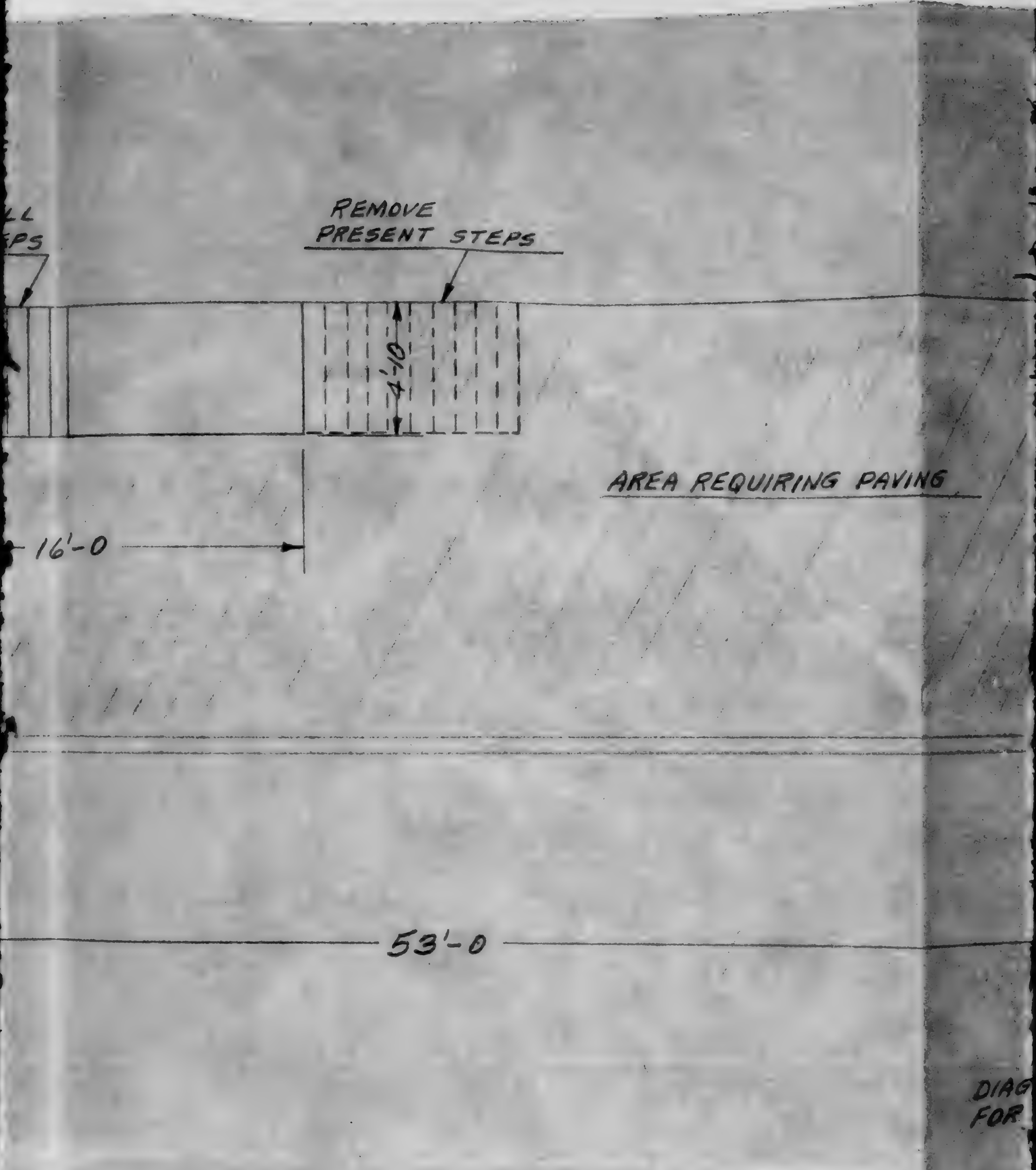
CITY OF PENDLETON
ENGINEERING DEPT.

EMIGRANT-FRAZER ONE-WAY
COUPLET
IGLEHEART MILL ACCESS

SHEET OF

DRN. BY: CHKD. BY: DRW. NO.


INSTALL NEW STEPS
16'-0
16'-0
77'-0 CURB TO REMOVE


LL
EPS
REMOVE
PRESENT STEPS
4'-10
16'-0
AREA REQUIRING PAVING
53'-0
DIAG
FOR

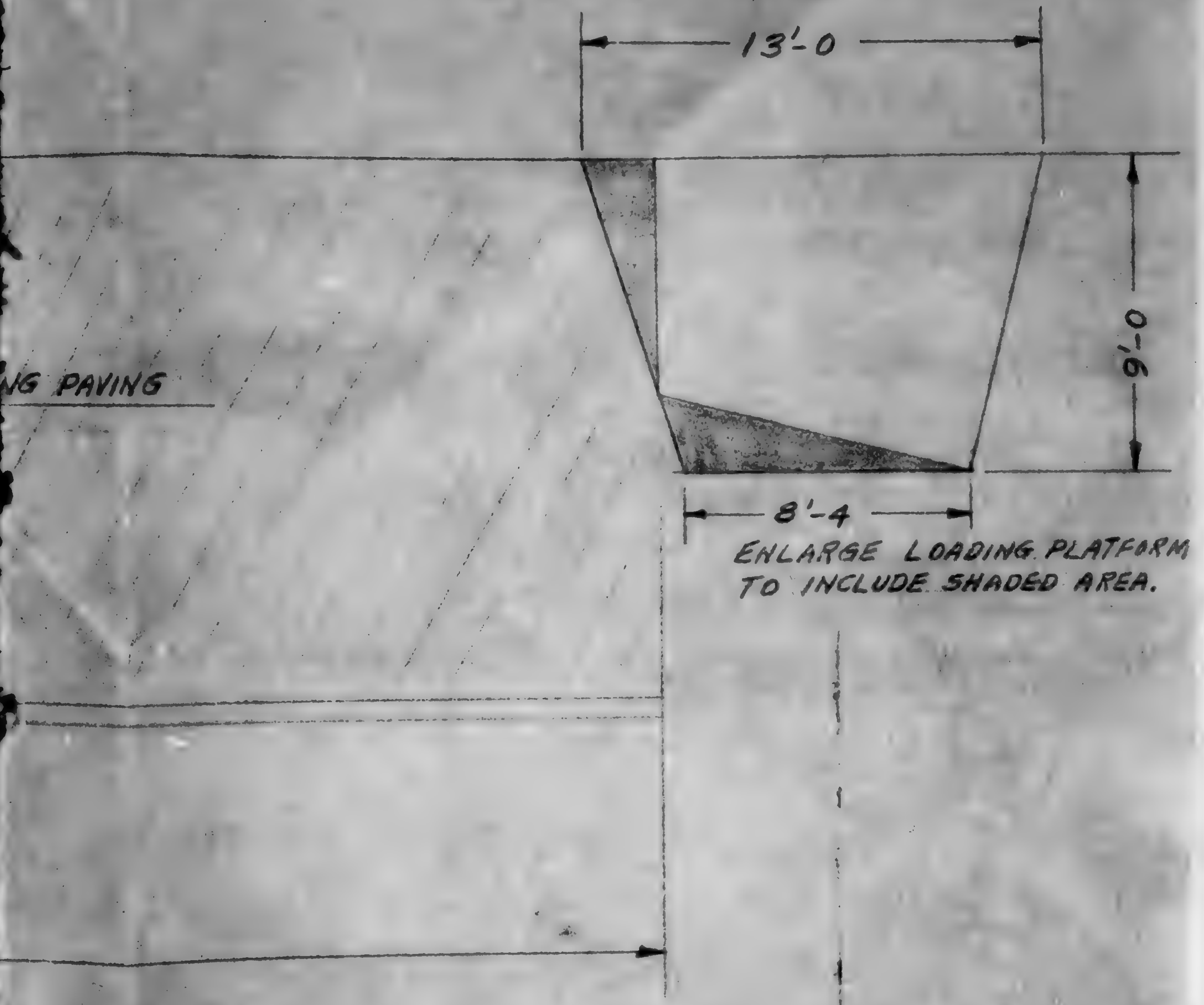


DIAGRAM OF NEW FACILITIES REQUIRED
FOR TRUCK LOADING FOR ONE WAY TRAFFIC.
SCALE 1/8" = 1'-0

IGLEHEART BROTHERS
PENDLETON OREGON.

Paxson - suggest
you confer with
Legal on this
matter. I doubt
that we have any
obligation.

W.

THE CITY OF PENDLETON

MELVIN WINTER, Mayor

COUNCILMEN

Al Ferdice — K. E. "Tuk" Hodgen
Rudy R. Embysk — Paul A. Thalhofer
Jack Comfort — C. William Stevens
William H. Clary — Milton L. Hatfield

M. O. GARDNER, City Manager

P. O. Box 397
PENDLETON, OREGON

August 31, 1961

REFERRED TO Payson

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Forwarded herewith is a letter from Igleheart Brothers of Pendleton, Oregon to the City Manager, dated August 30, 1961, outlining a problem resulting from the construction of the Emigrant-Frazer one-way couplet. This flour mill is located on S. E. Emigrant between S. E. 4th and S. E. 6th Streets and is served by a railroad spur and by auto freight lines.

The one-way couplet design requires all traffic on Emigrant to move in a westerly direction, whereas heretofor, traffic on Emigrant has been two-way. This change in traffic flow will require certain modifications to the loading and unloading facilities provided for truck movement.

The changes required have been outlined by the plant engineer of the flour mill and they are detailed on the following attachments. (1) diagram of new facilities required for truck loading for one-way traffic, (2) addition to front loading platform, (3) new canopy for front loading dock, (4) estimate sheet.

I believe that this request deserves consideration. At Southwest 4th Street in the vicinity of the parking lot for the Safeway Store, driveways were rearranged to better suit traffic flow and this cost was absorbed in the project cost. While no actual construction is being done on Emigrant Avenue, this particular facility has been affected by the new traffic pattern in the area.

Very truly yours,

M. O. Gardner
City Manager

RECEIVED
SEP 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Enc: as stated
cc: John Walker, OSHD Resident Engineer
Pendleton, Oregon

RECEIVED
SEP 1 1961
OREGON
STATE HIGHWAY COMMISSION

THE WORLD'S ROUND-UP CITY

IGLEHEART BROTHERS
PENDLETON, OREGON
JELL-O DIVISION OF GENERAL FOODS CORPORATION

August 30, 1961

M. O. Gardner
City Manager
City of Pendleton
Pendleton, Oregon

Dear Sir:

We are forwarding herewith an estimate of the damages we will sustain as a result of the City and State reflowing of traffic on Southeast Emigrant in the vicinity of our mill location.

We estimate approximately 25% of our production moved via auto freight which will be affected by this project.

It is necessary that our loading dock be completely reversed, the entrance to the office be relocated, the curbs be removed and the area graded and surfaced so as to allow trucks to make pick ups at our plant without obstructing traffic movements by traveling in the wrong direction on Emigrant Street in getting to our present dock facilities.

The records of the hearings held relative to this proposed rerouting project will show our protest to this project, as we at that time realized the effect this project would have on our business. We do not feel our company should be required to absorb the cost of these damages as we will not derive any benefit whatsoever from this project.

Conferences with each of the three major auto freight companies; Consolidated, Sites and Inland, resulted in their refusal to make pick ups and deliveries to and from our property, if they are required to maneuver against the line of traffic in order to get to our docks. This would be a definite safety hazard to our employees, those of the truck lines and the public traveling this street.

We have investigated the possibility of entering our plant from the North, (Dorion Street) However, the cost of a project of this type would be upward of $10,000.00 in addition to requiring us to employ the services of one additional employee each shift, to make the long run from the point of production, through the building and into the trucks on the north side of the building.

SWANS DOWN FLOURS

Under present business conditions, we are in no position to defray and justify these expenditures. We feel this should be absorbed in the overall project cost.

We are requesting the consideration of this matter by the responsible officials and an early decision be reached so that ample time will be available to do the required work, previous to the scheduled date of the traffic flow change.

Very truly yours,

Robert J. Vogel
Office Manager

RJV:jr

cc: A. Groh - City Engineer
Elmer Holtz - Plant Engineer

MCE LAG 35 9-7-61 810A

MR PAXSON

RE OUR LETTER OF SEPT 6. ESTIMATED COST OF REVISING IGLEHEART FLOURING MILL APPROACH - IN PENDLETON $2,000.00.

CANNON
DJ
--.

RECEIVED
SEP 7 1961
OFFICE OF [illegible]
STATE HIGHWAY ENGINEER

S. V. 10 3-56
Printed in U. S. A.

ESTIMATE SHEET

Plant ______

Date 8-28-1961

Bldg. No. ______

Estimated by: Elmer Holtz

Checked by: ______

J. O. No. ______

ITEM	EQUIP.	MATERIAL	LABOR	HANDLING	TOTAL
Change front loading dock for one way traffic on Emigrant Avenue.					
Remove present front steps and install new concrete steps to face west. Change hand rails, remove lawn and remove curb in front of office. Pave area in front of office. Paving consists of 6" of 1½" minus gravel and 2" black top.		891.00			
Install steel on loading platform to accommodate trucks on west side of platform.		600.00			
Remove canopy over loading platform and replace with larger ~~platform~~ canopy		262.00			
Remove awnings on 2 windows and replace with shade screens.		90.00			
		1843.00			
Contingency		157.00			
		2000.00			$2000.00

N Y 10 3-56
Printed in U.S.A.

ESTIMATE SHEET

Plant
Date 8-28-1961
Bldg. No.

Estimated by: Elmer Holtz
Checked by:
J. O. No.

ITEM	EQUIP.	MATERIAL	LABOR	HANDLING	TOTAL
Change front loading dock for one way traffic on Emigrant Avenue.					
Remove present front steps and install new concrete steps to face west. Change hand rails, remove lawn and remove curb in front of office. Pave area in front of office. Paving consists of 6" of 1½" minus gravel and 2" black top.		891.00			
install steel on loading platform to accommodate trucks on west side of platform.		600.00			
Remove canopy over loading platform and replace with larger ~~platform~~ canopy		262.00			
Remove awnings on 2 windows and replace with shade screens.		90.00			
		1843.00			
Contingency		157.00			
		2000.00			$2000.00

N Y 10 5-56
Printed in U. S. A.

ESTIMATE SHEET

Plant

Date 8-28-1961

Bldg. No.

Estimated by: Elmer Holtz

Checked by:

J. O. No.

ITEM	EQUIP.	MATERIAL	LABOR	HANDLING	TOTAL
[illegible] front loading dock for one way traffic on Emigrant Avenue.					
Remove present front steps and install new concrete steps to face west. Change [illegible] and rails, remove lawn and remove curb in front of office. Pave area in front of office. Paving consists of 6" of 1½" minus gravel and 2" black top.		891.00			
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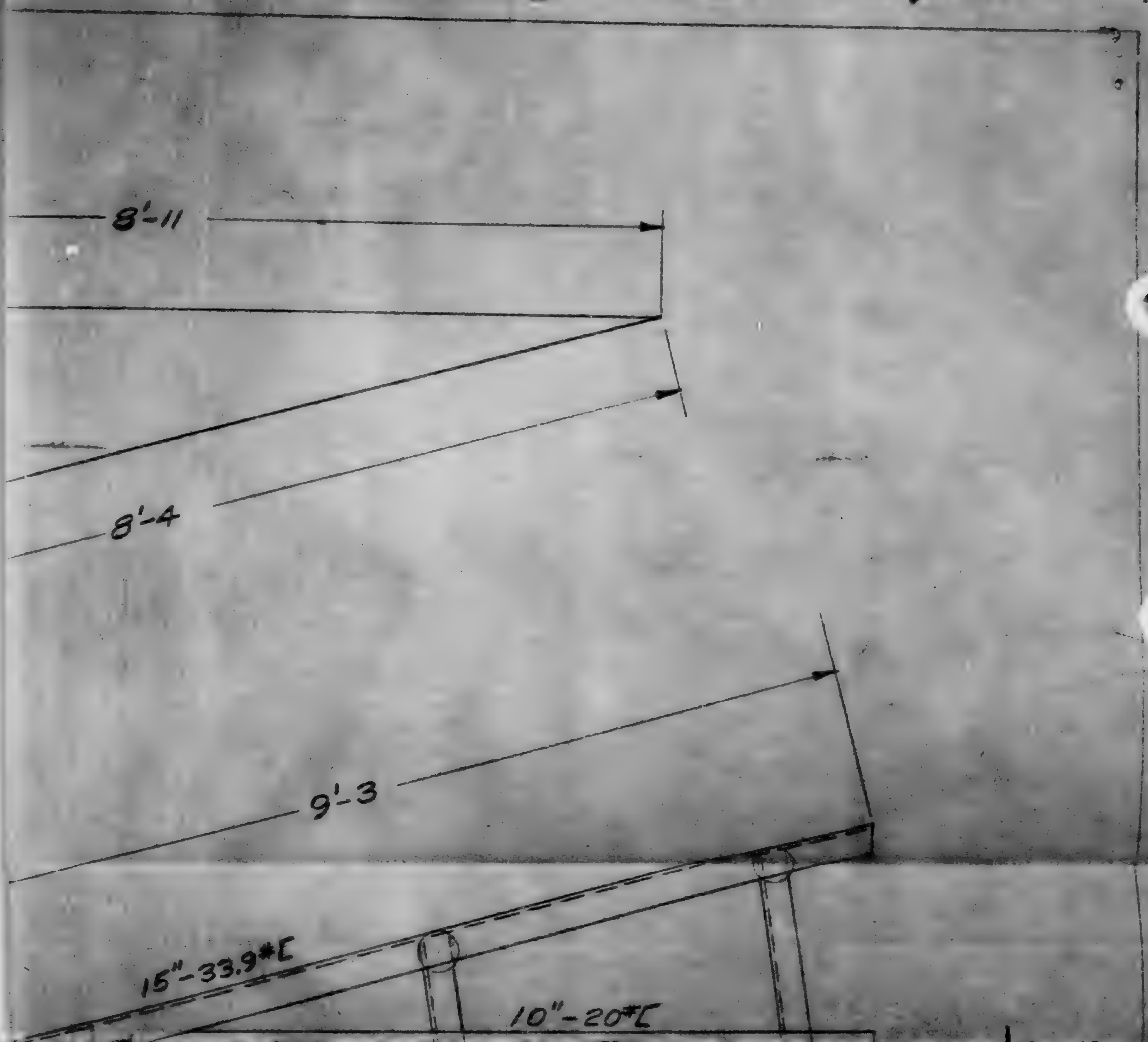
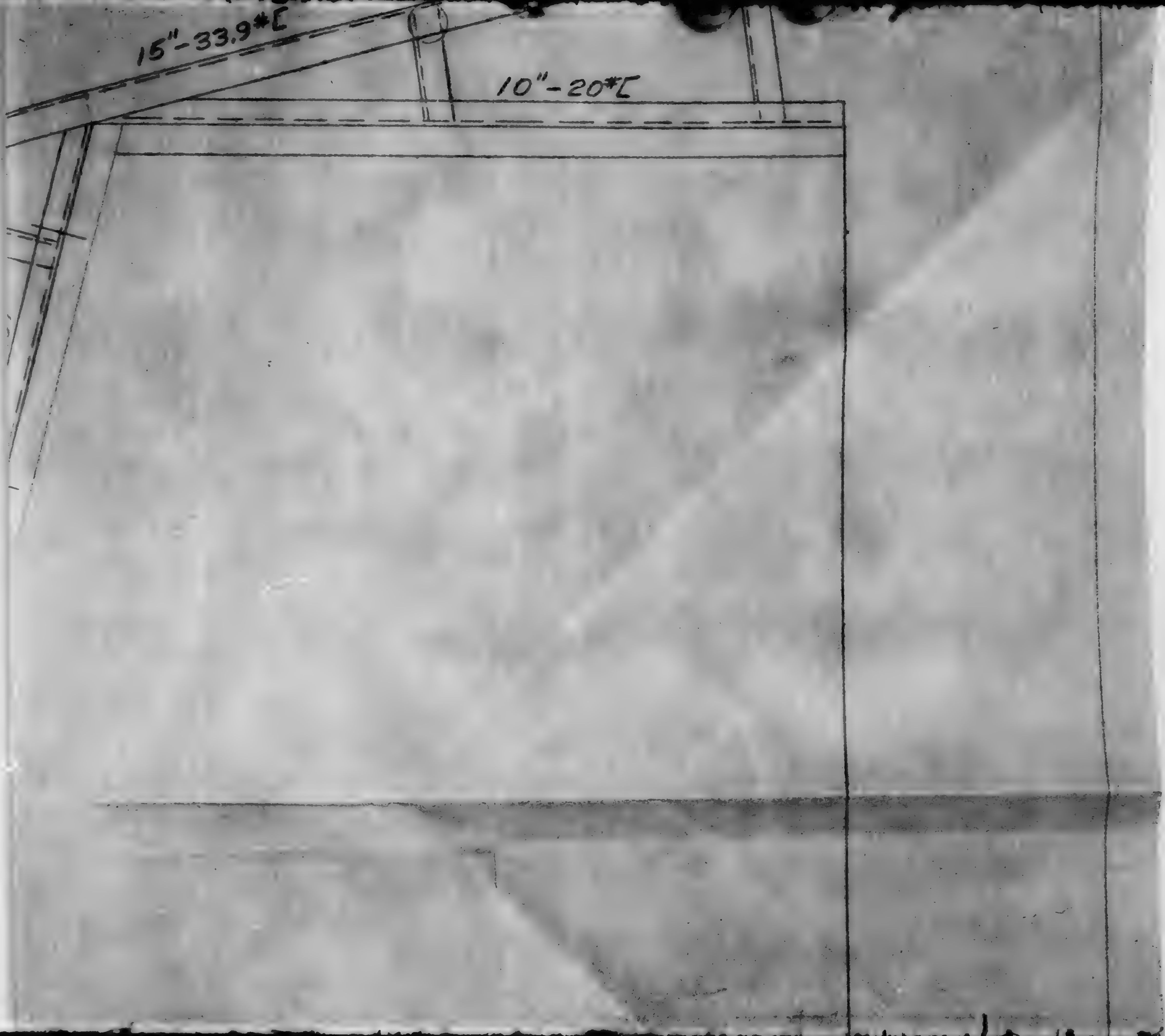
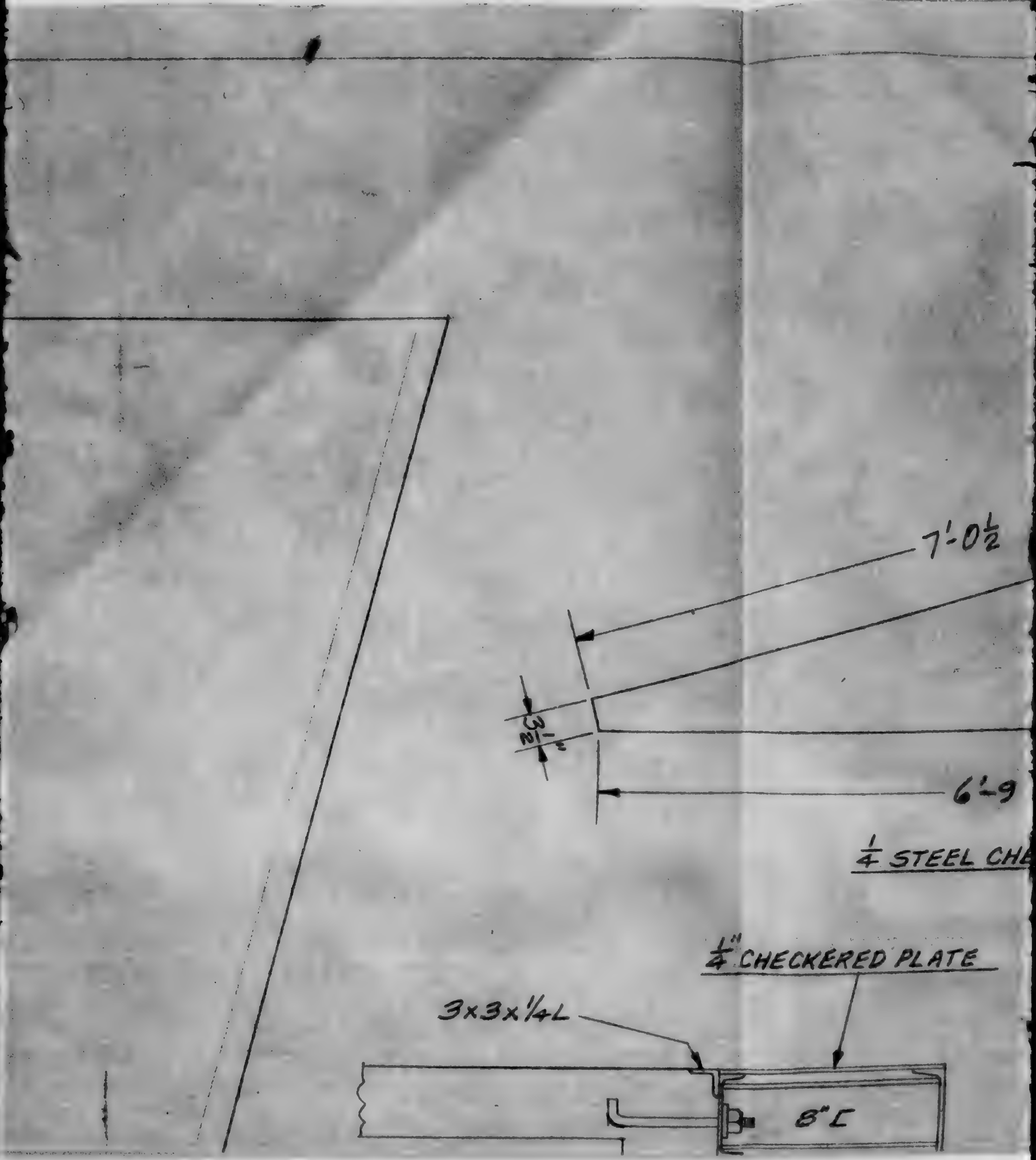
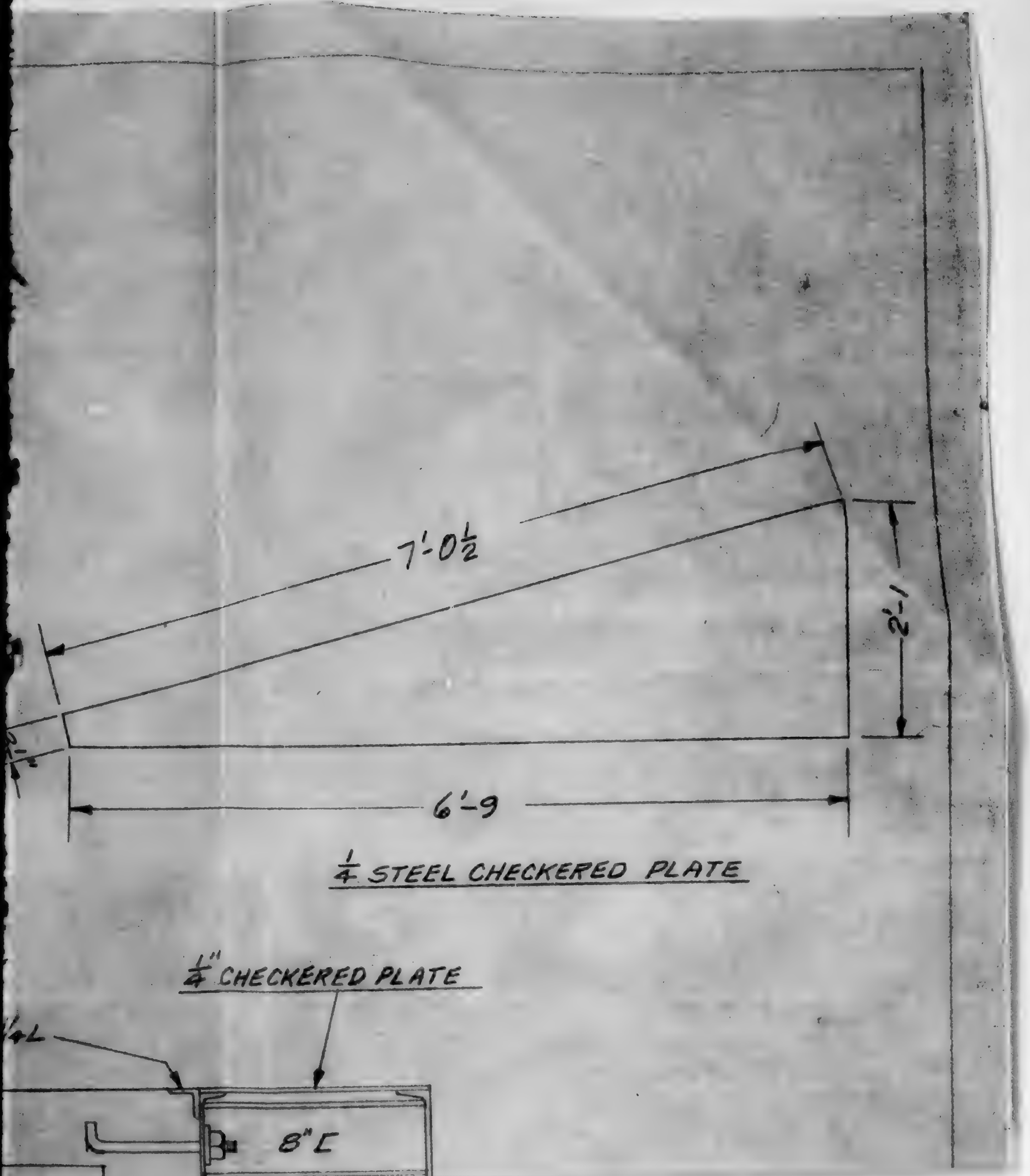
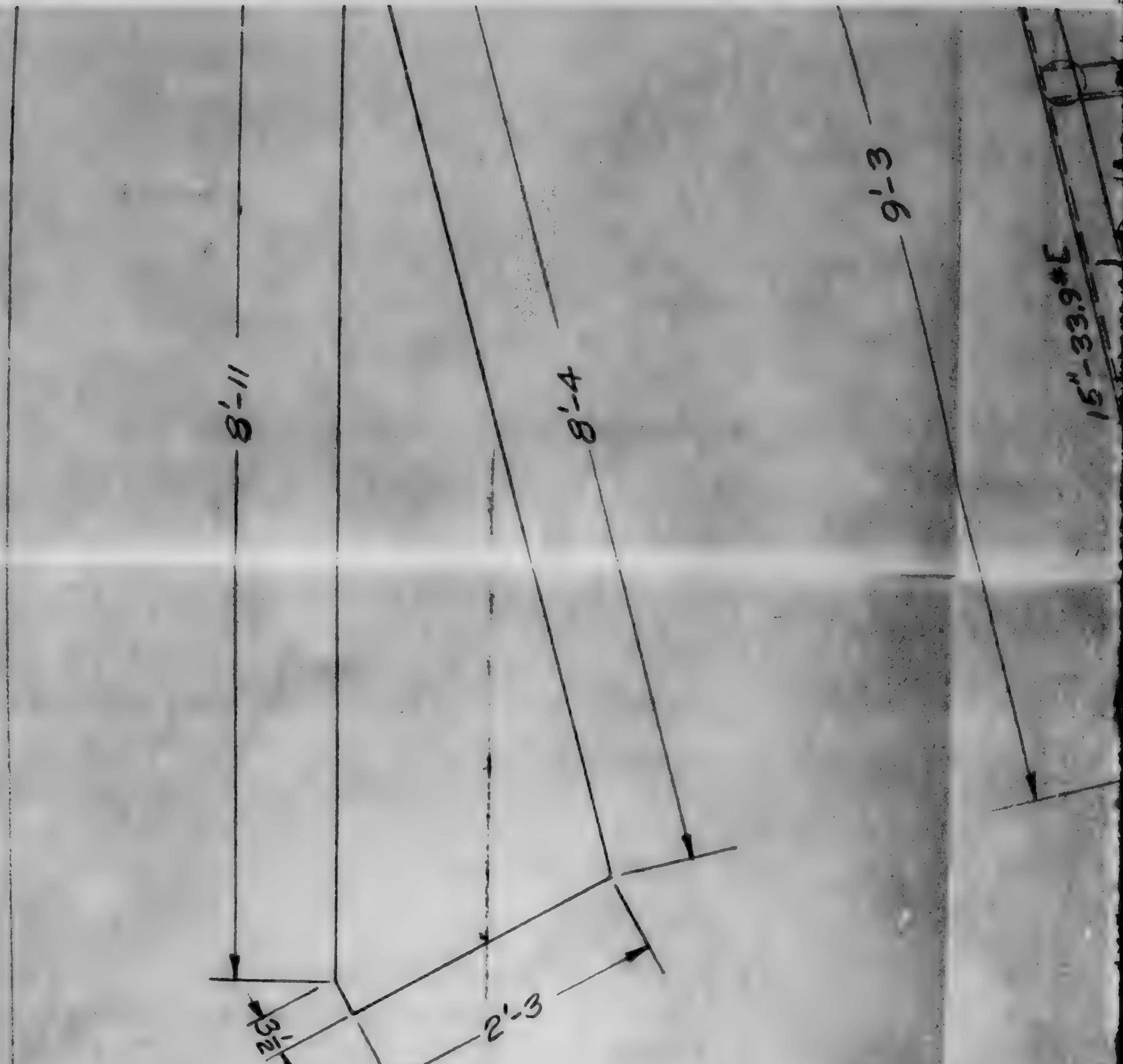
Contingency		157.00			
		2000.00			$2000.00

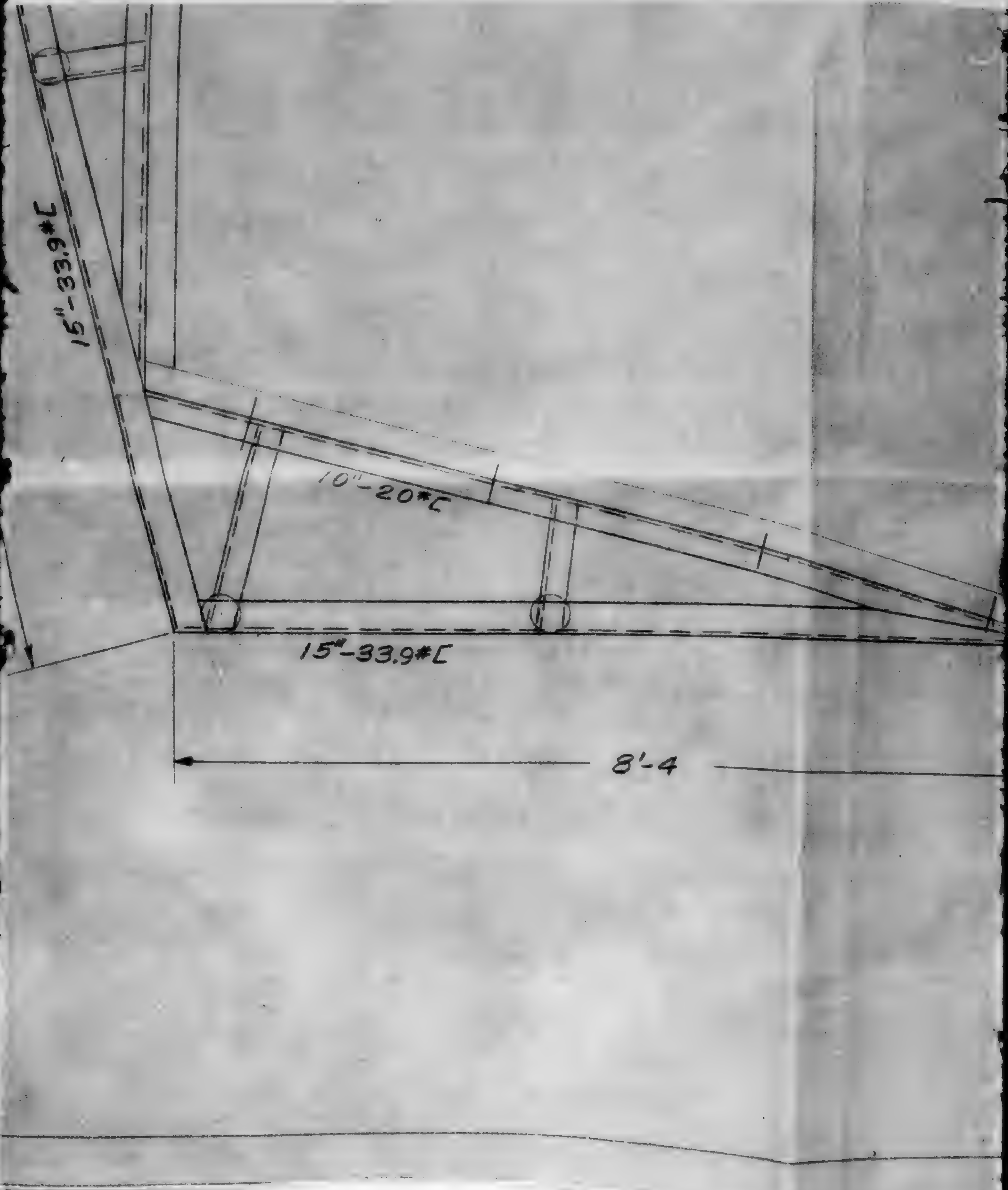

8'-11
8'-4
9'-3
15"-33.9#[
10"-20#[

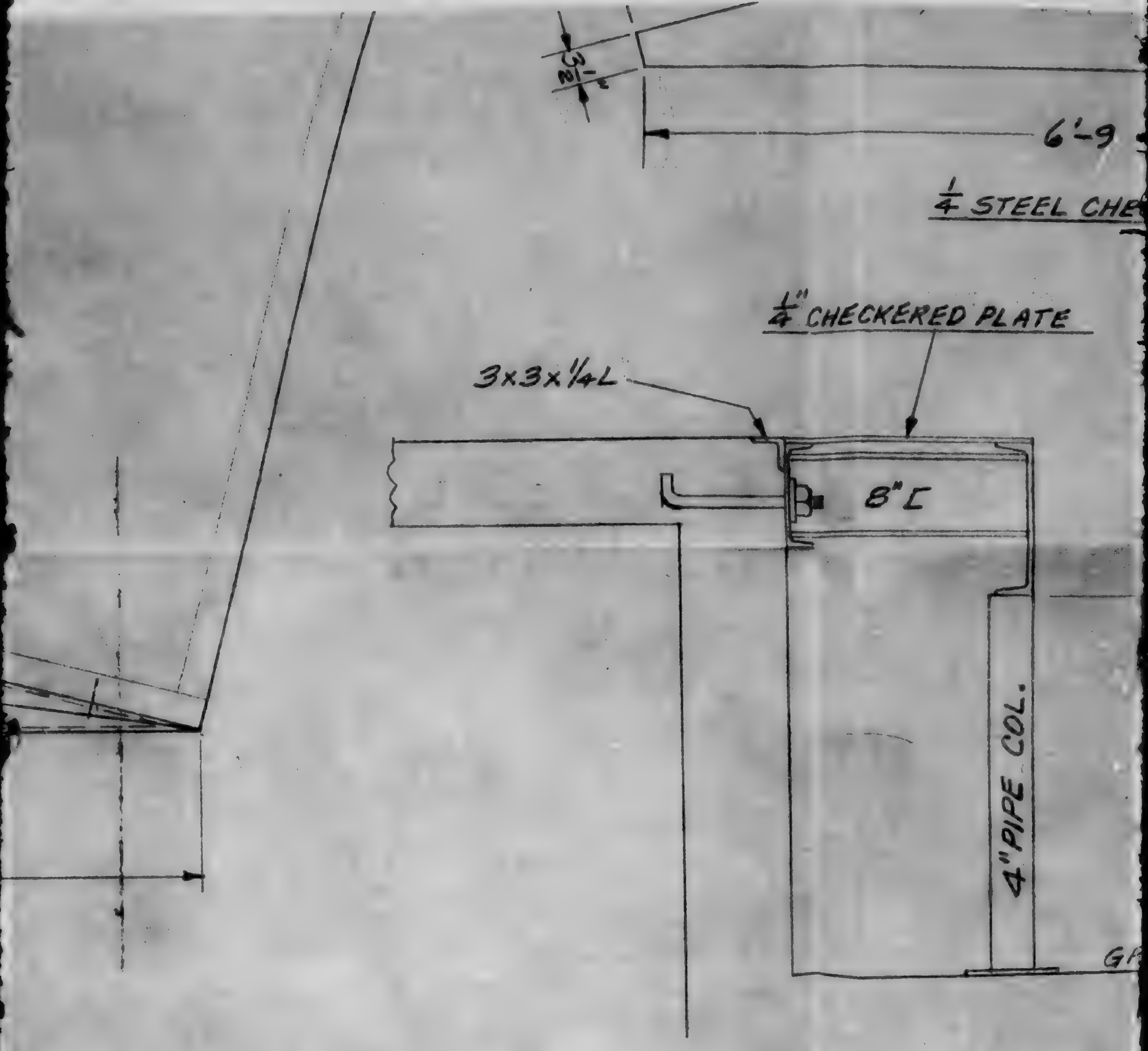

15"-33.9#[
10"-20#[


7'-0½
3½"
6'-9
¼ STEEL CHE
¼" CHECKERED PLATE
3x3x¼L
8"[


7'-0½
2'-1
6'-9
¼ STEEL CHECKERED PLATE
¼" CHECKERED PLATE
/4L
8" [


8'-11
8'-4
9'-3
15"-33.9#⊏
2'-3
3½
¼ STEEL CHECKERED PLATE

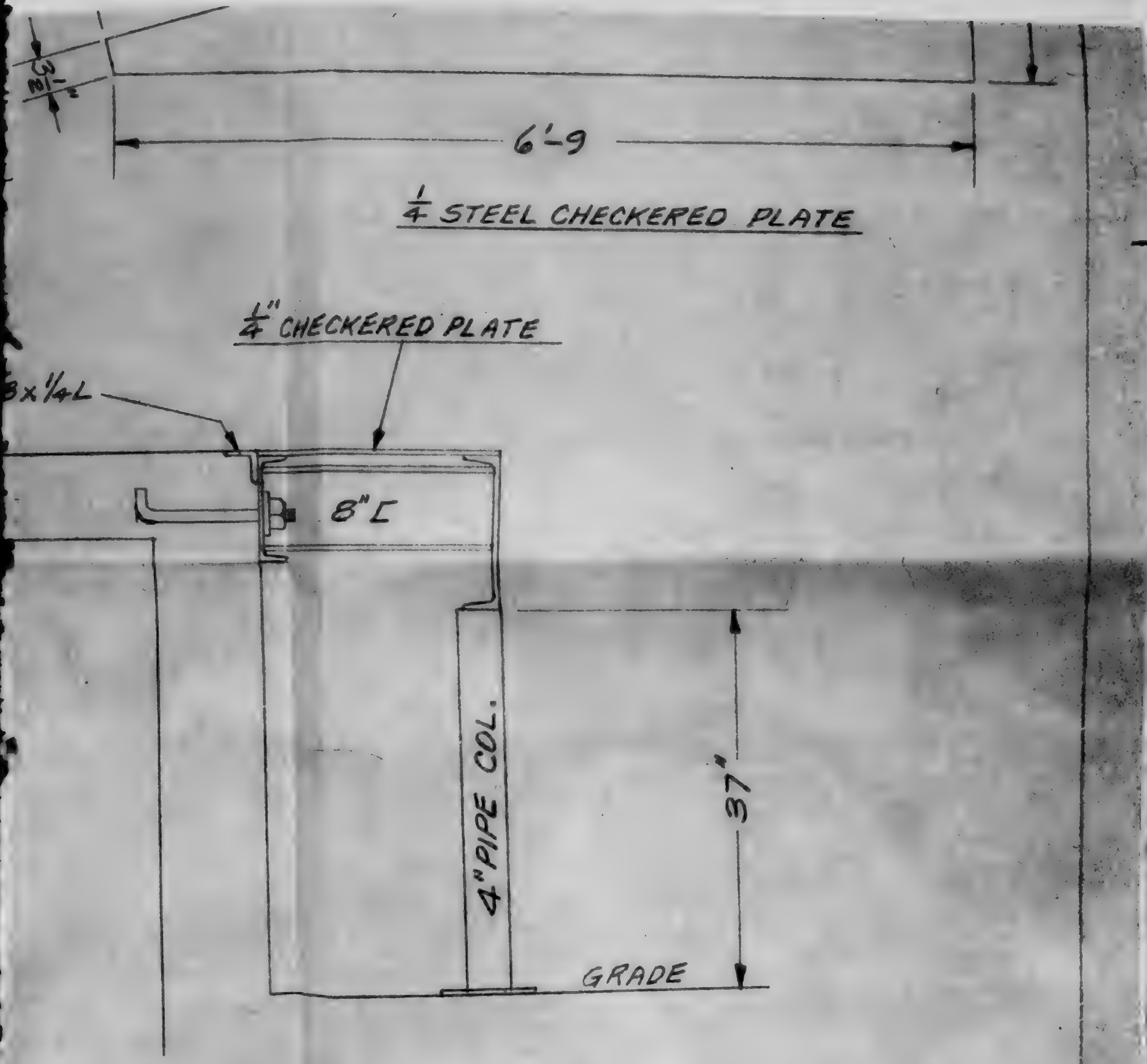

15"-33.9*[
10"-20*[
15"-33.9*[
8'-4



ADDITION TO FRON
LOADING PLATFOR

SCALE 1" = 1'-
8-22-1961

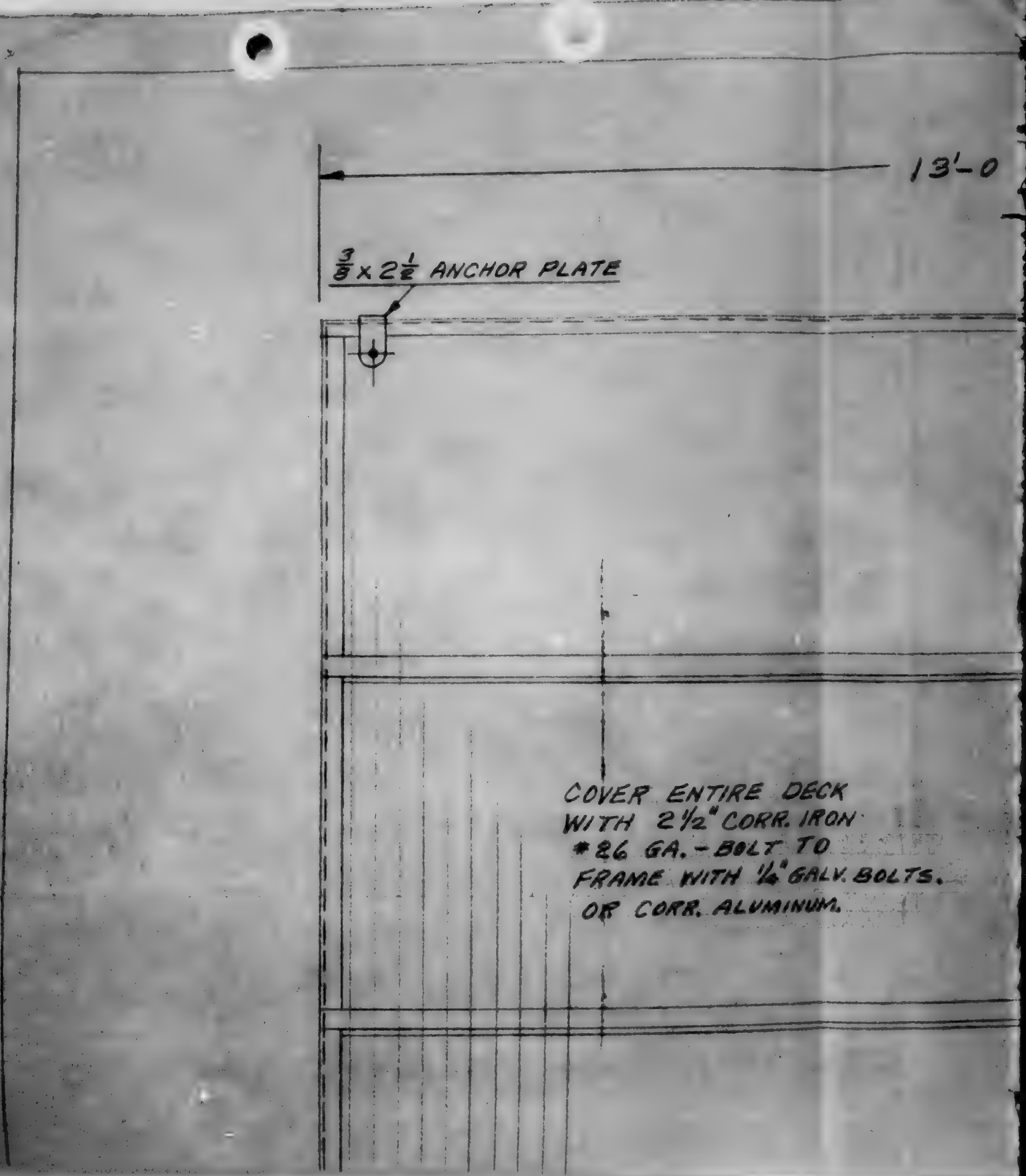
IGLEHEART BROTHE
PENDLETON OREGO



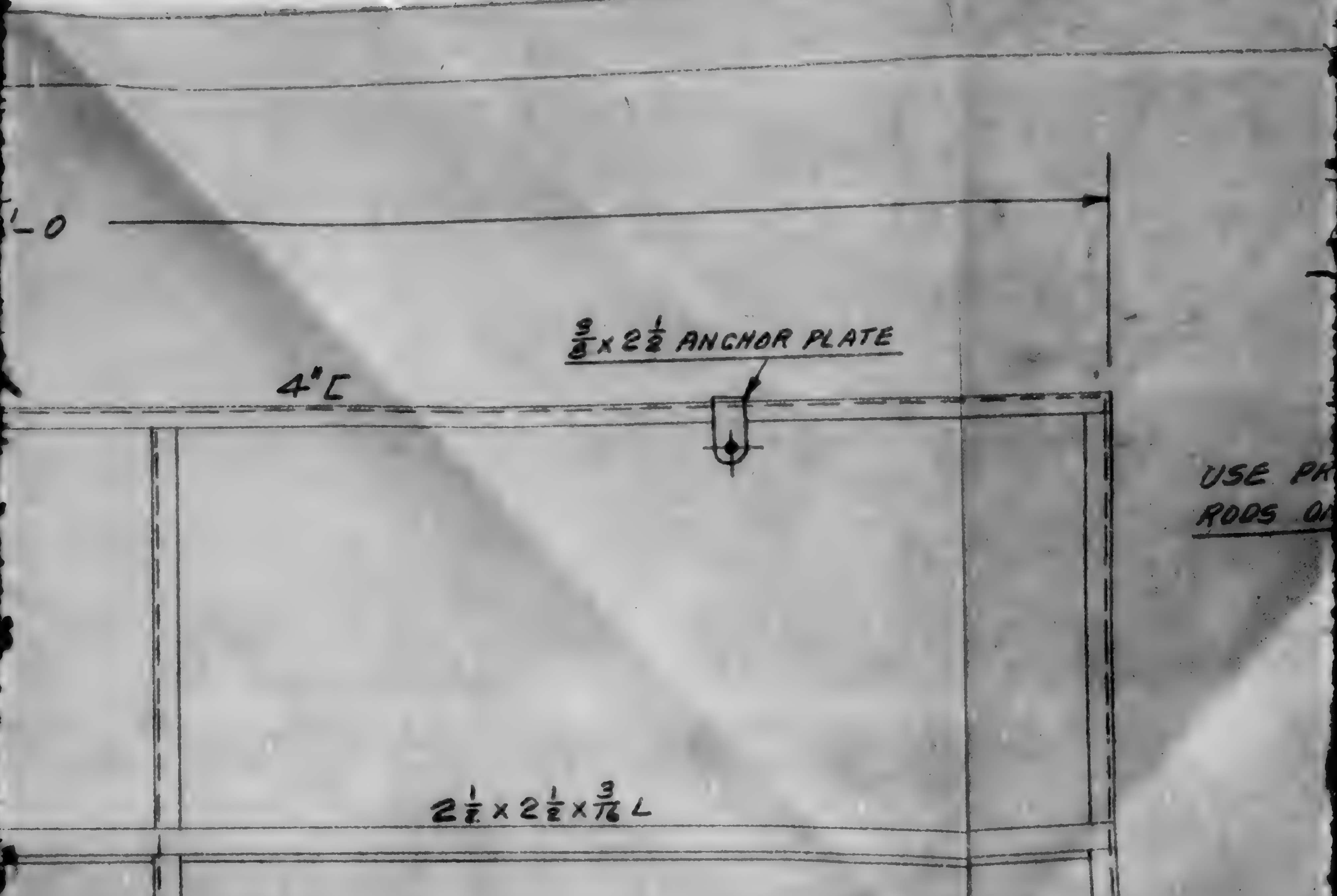
ADDITION TO FRONT
LOADING PLATFORM

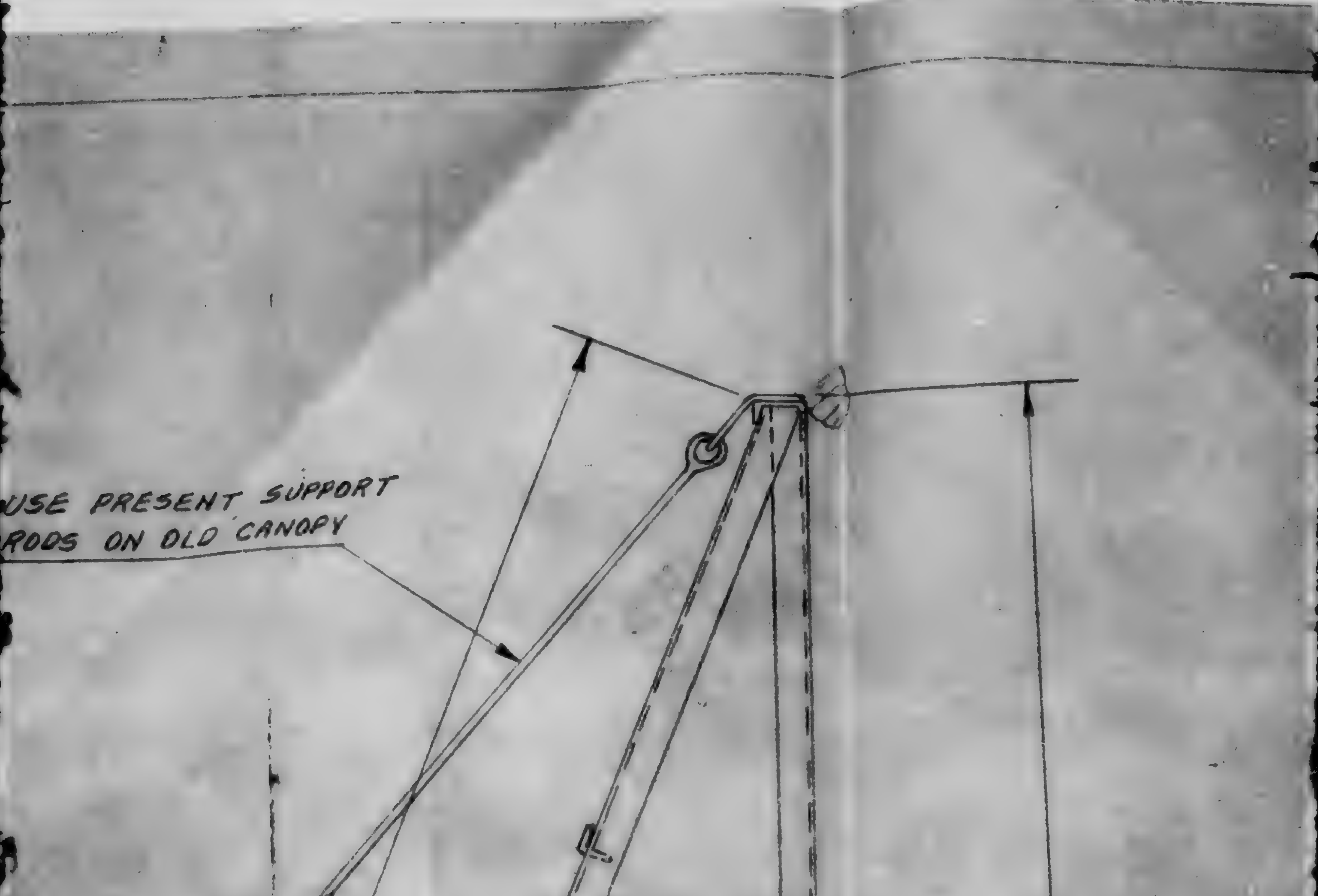
SCALE 1" = 1'-0
8-22-1961

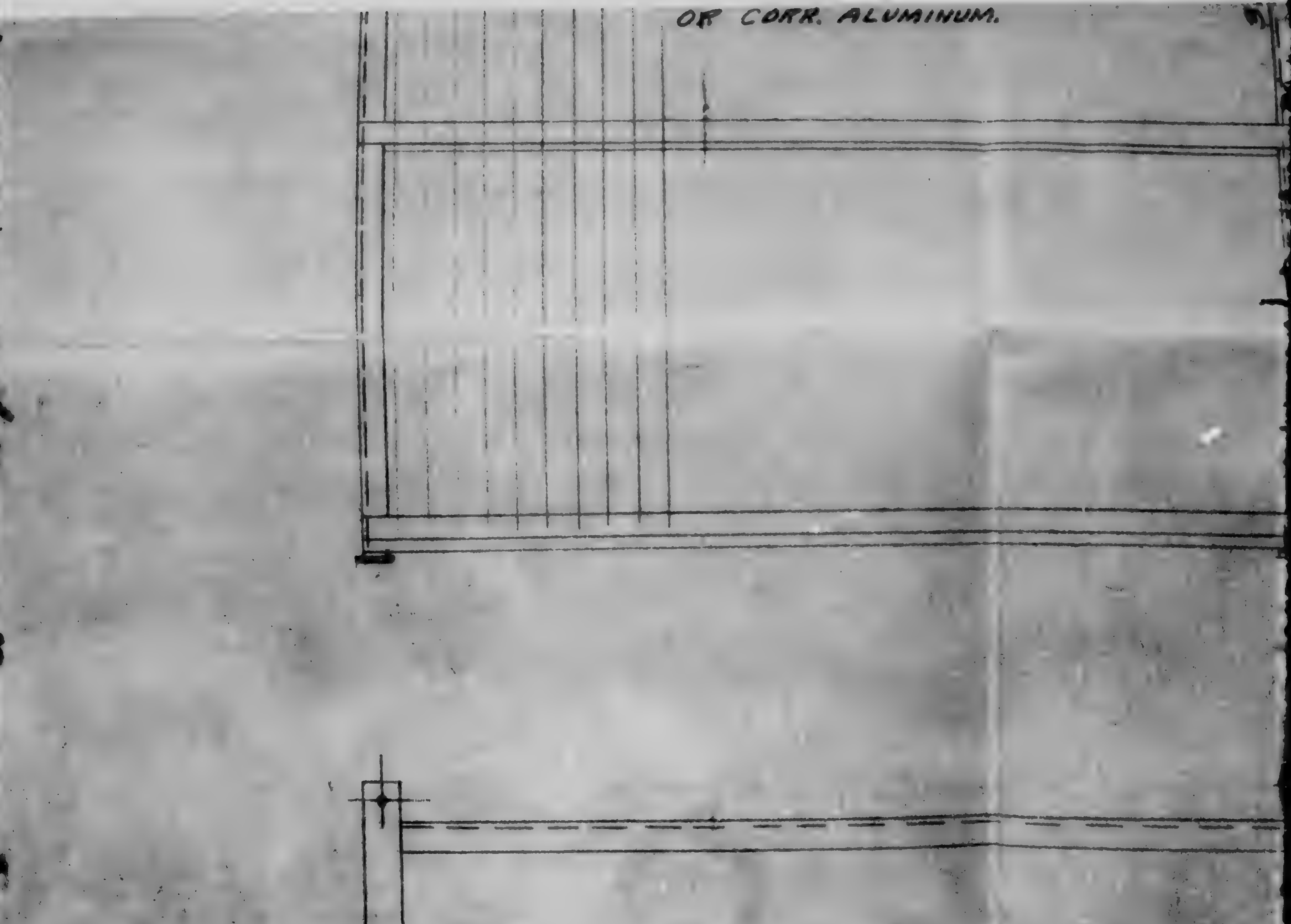
IGLEHEART BROTHERS
PENDLETON OREGON.

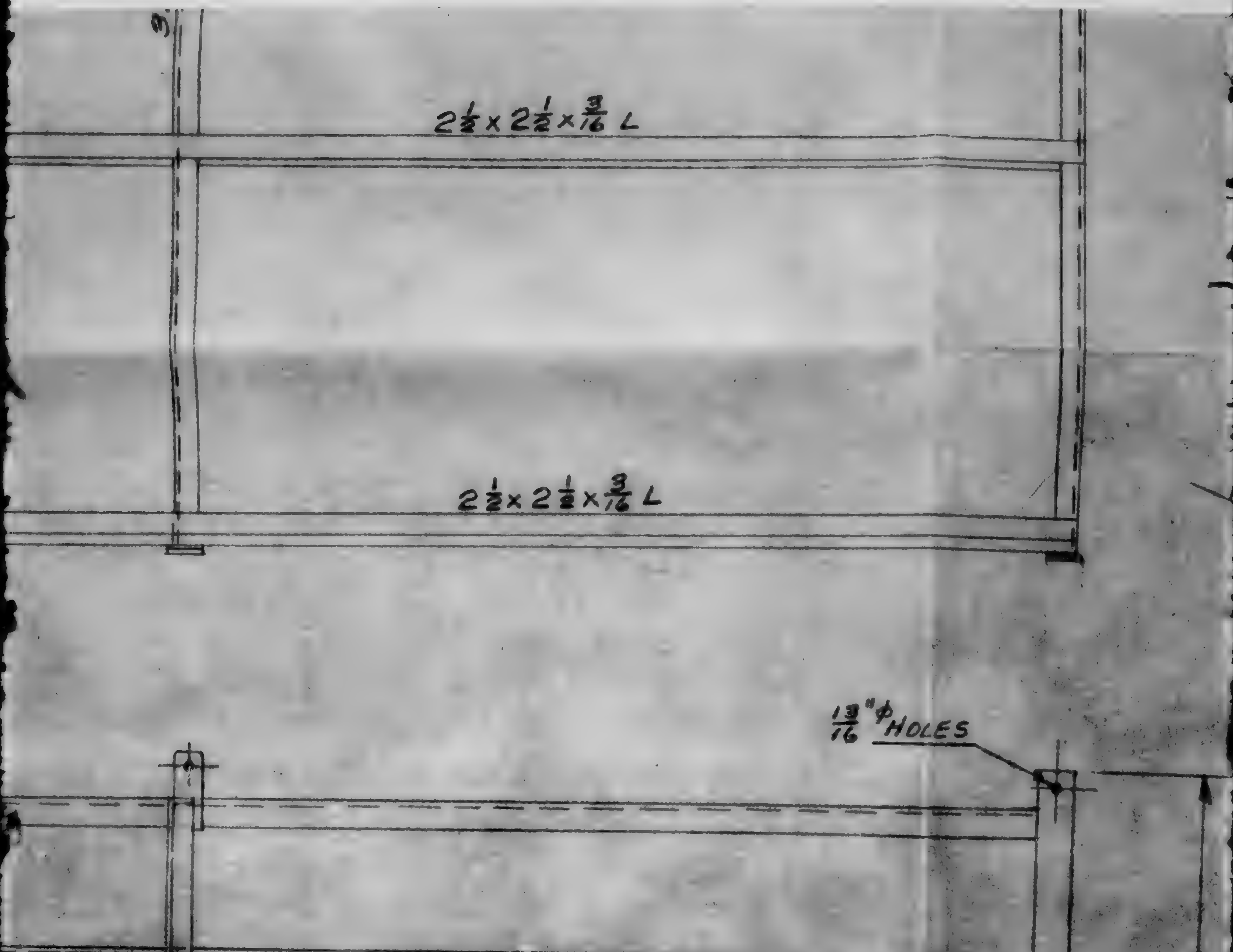


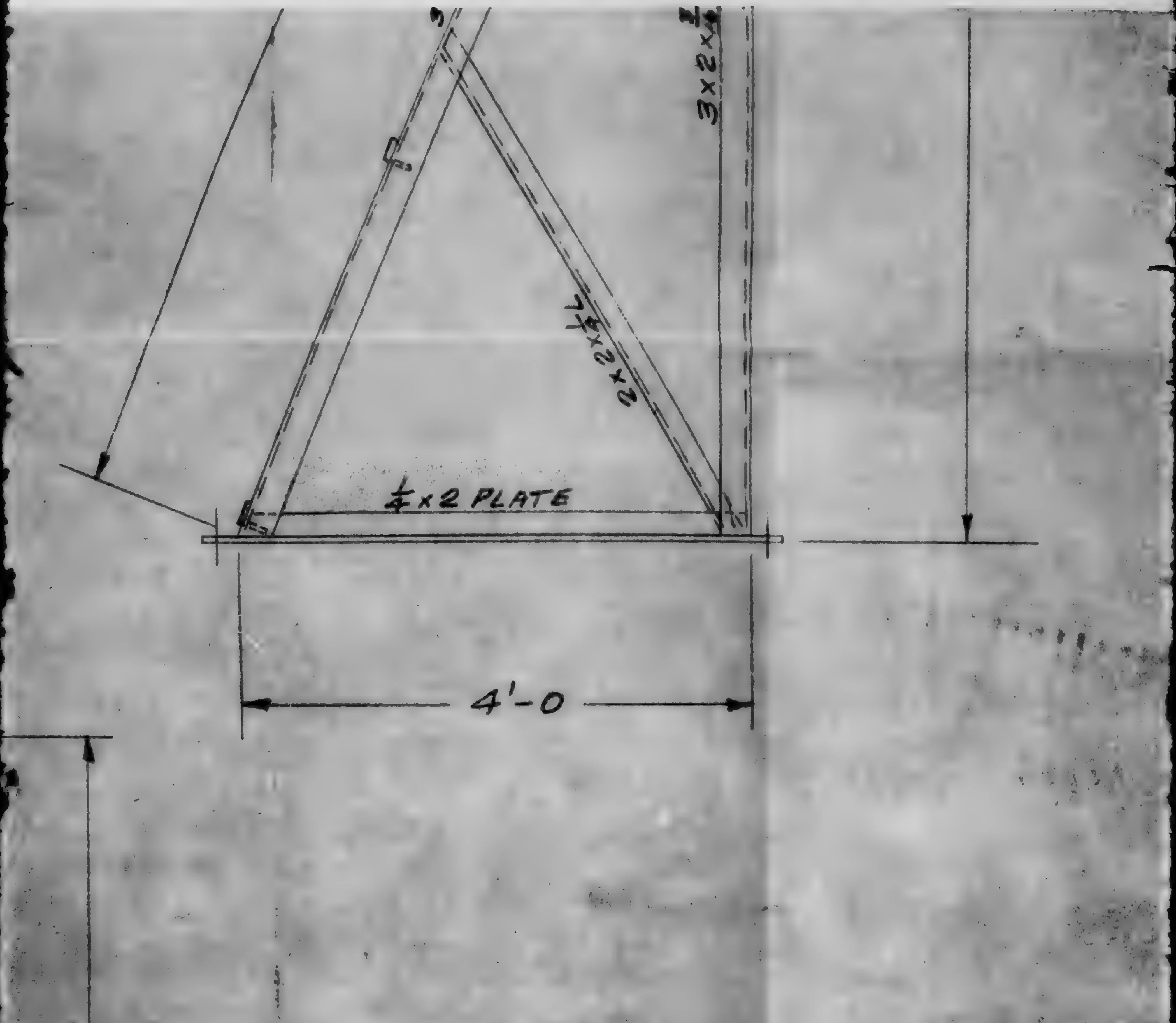
COVER ENTIRE DECK
WITH 2 1/2" CORR. IRON
#26 GA. - BOLT TO
FRAME WITH 1/4" GALV. BOLTS.
OR CORR. ALUMINUM.


'-0
$\frac{3}{8}$ x 2$\frac{1}{2}$ ANCHOR PLATE
4"[
USE PR
RODS O
2$\frac{1}{2}$ x 2$\frac{1}{2}$ x $\frac{3}{16}$ L
3x2x$\frac{3}{16}$ L
2$\frac{1}{2}$ x 2$\frac{1}{2}$ x $\frac{3}{16}$ L

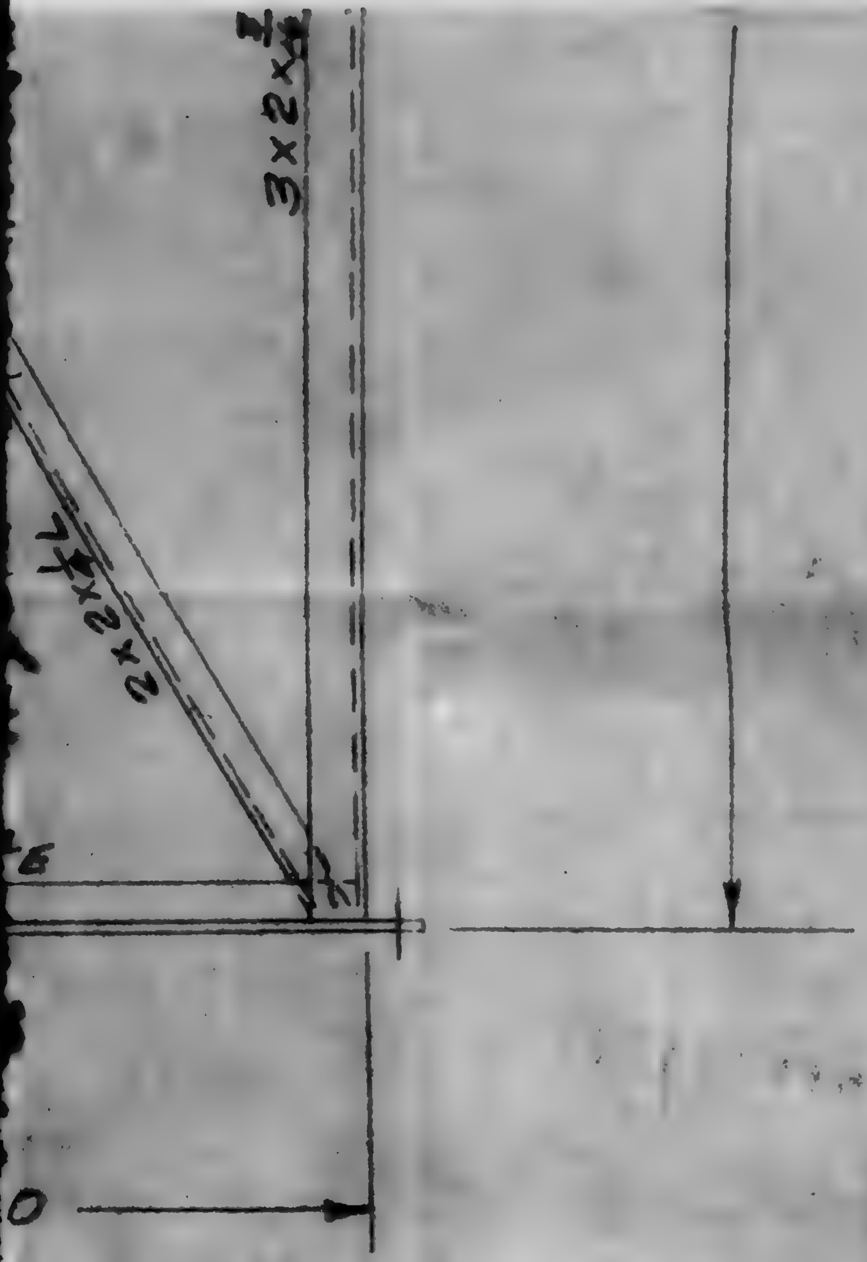

USE PRESENT SUPPORT RODS ON OLD CANOPY
9'-10
3x2x1/4 L
3x2x1/4 L
9'-2
L


OR CORR. ALUMINUM.
3 x 3


3
2½ x 2½ x 3/16 L
2½ x 2½ x 3/16 L
13/16" φ HOLES
3
3
4'-6



3×2×¼
2×2×¼ L
¼×2 PLATE
4'-0
4'-6

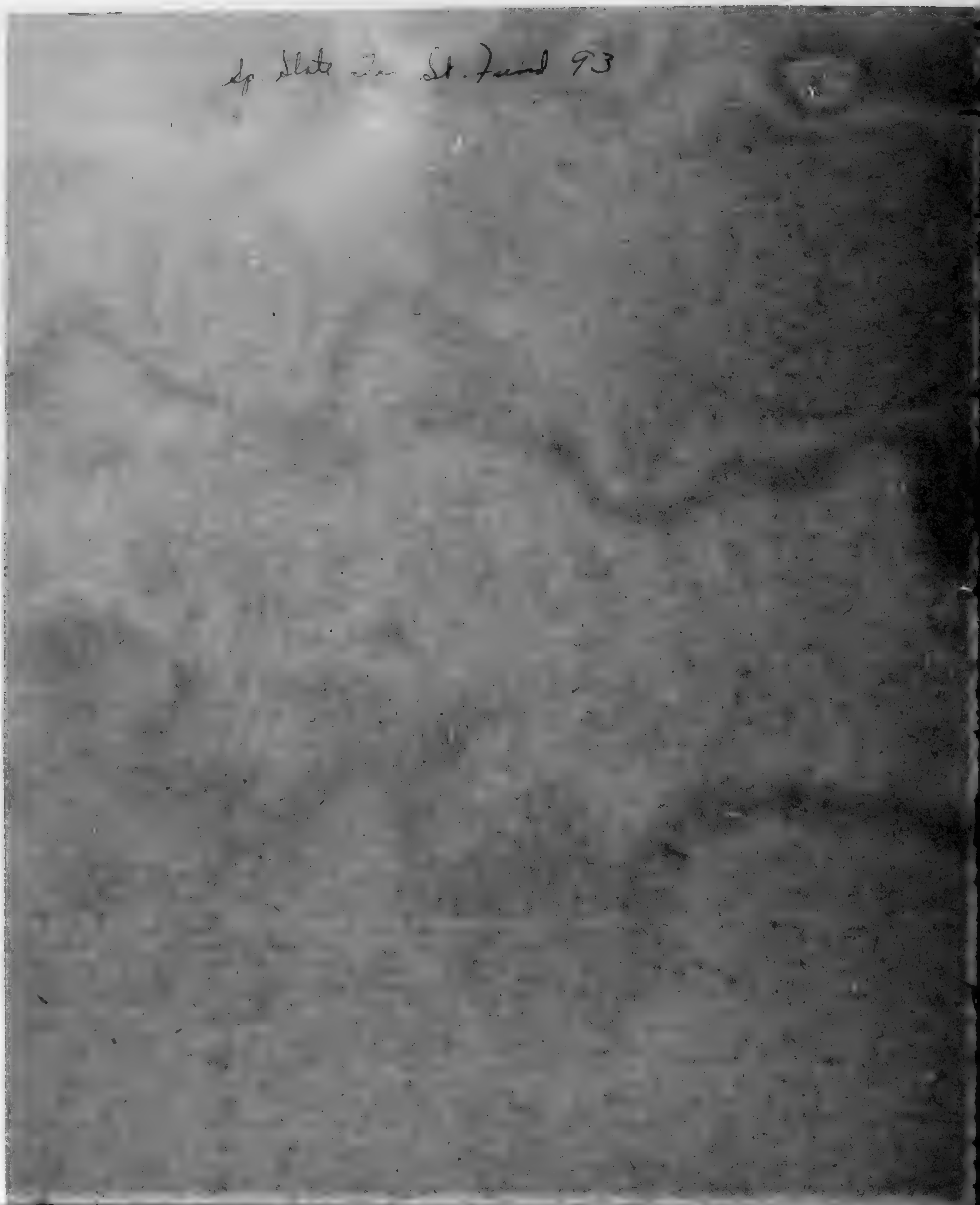


IGLEHEART BROTHERS
GENERAL FOODS CORPORATION
PENDLETON, OREGON

NEW CANOPY FOR
FRONT LOADING DOCK

SCALE 1" = 1'-0	DRAWN BY HOLTZ
DATE 8-25-1961	CHECKED BY
SHEET INDEX · TOTAL SHEETS	DWG. NO.

330-1718 Milton Freewater (S.E. 9th Ave.)
Paving project. 1961
#5892



Sp. Slate [illegible] St. Fernd 93

RECEIVED
C 11 1961

December 1, 1961

FINAL COST ANALYSIS

Paving
Contractor: Baldwin & Sutherland
Resident Engineer: John H. Walker

Milton-Freewater (S.E. 9th Ave.)
Contract No. 5892

City Street
Prefix No. 330-1718

Item 5892	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Coarse Cr. Mat'l in Base	1,456.80	Cu.Yd.	3.25	3.05	4,450.17	4,734.60
3/4"-0 Mat'l in Base	374	Cu.Yd.	3.25	3.05	1,141.65	1,215.50
Sprinkling	82.60	M-Gal.	5.00	4.08	337.06	413.00
Preparation of Base	.19	Mile	3,000.00	1,320.00	250.80	570.00
3/4"-0 Mat'l in Binder Course	29.70	Cu.Yd.	5.00	3.83	113.67	148.50
MC-2 Asphalt	5.28	Ton	75.00	44.12	233.00	396.00
Cl.B Asphaltic Concrete	775	Ton	9.00	5.91	4,578.08	6,974.96
Extra for Paving Approaches	10	Only	40.00	40.00	400.00	400.00
					$11,504.43	$14,852.56

Gross Revenue	$ 14,852.56
Total Cost	11,504.43
Net Profit	$ 3,348.13

Net Profit equals 22.54% of Gross Revenue

DETAIL OF COSTS - Contract No. 5892

Labor:					
Labor				$ 495.00	
Labor Insurance, Health, Welfare & Pension				54.25	$ 549.25
Equipment Rental and Miscellaneous Supplies:					
Equipment Rental, Owned				870.55	
Gas, Oil and Grease				200.00	
Bond				148.00	
Home Office and General Overhead				50.00	
Move In				20.00	
Small Tools and Miscellaneous Supplies				5.00	
Insurance: P.L. and P.D.				49.32	1,342.87
Materials:					
Coarse Cr.Mat'l	1,455.8	Cu.Yd.	@ $2.75	4,011.70	
3/4"-0 Cr.Mat'l	403.70	Cu.Yd.	@ $2.75	1,110.31	
MC-2 Asphalt & Freight	5.28	Ton	@ $42.86	226.30	
Cl.B Asphaltic Concrete	774.99	Ton	@ $5.50	4,264.00	9,612.31
				TOTAL COST	$11,504.43

Remarks - Contract No. 5892

This was a "State Project" consisting of the construction of 0.19 mile of stone base, involving 1,830.8 cubic yards of crushed materials, and the construction of 0.19 mile of asphaltic concrete pavement, involving 775 tons of asphaltic concrete on S.E. 9th Avenue in the city of Milton-Freewater in Umatilla County.

This project was bid April 11, awarded April 14, 1961 and completed August 4, 1961.

The contractor began work on this project July 12, 1961. This late start was due to the length of time taken by the City of Milton-Freewater to complete their work on this project. The Milton-Freewater Ready Mix Company began crushing base material for Baldwin & Sutherland this same date. The crushed material was hauled to the project by the crushing company. The base was then processed by the prime contractor. with a blade, roller, and sprinkling truck.

The base and level courses were completed on July 20th. The binder was placed on Tuesday, July 24th and let cure the balance of the week.

The asphaltic concrete, which was also produced by Milton-Freewater Ready Mix, was placed and completed during the first three days of the following week.

A very good profit was made by the contractor. This was due to his being able to obtain crushed materials and asphaltic concrete locally and at a good price and therefore did not incur the additional expense of 'move in costs' for a crushing plant and an asphalt plant.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
SEP 27 1961
FOR FILING

5892

September 27, 1961

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco
California

Gentlemen:

State Highway contract #5892 for paving SE 9th Avenue in Milton-Freewater, Umatilla County, was completed by the contractor, Baldwin & Sutherland, on August 4, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $500.00 will be released to the contractor on or after October 4, 1961. The total contract amount is $14,852.56, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fireman's Fund Insurance Co.,
Waldron's Inc.,
W. A. Lloyd, Resident Agent
Milton-Freewater, Oregon

cc: Baldwin & Sutherland
1123 Boyer
Walla Walla
Washington

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 18, 1961

Section Milton-Freewater (S.E. 9th. Ave.(

Kind of work Paving

Highway City Street County Umatilla

Section prefix 330-1718

Contractor Baldwin & Sutherland

Contract number 5892

Date of contract April 14, 1961

Specified work days 45

Date work started July 12, 1961

Work days used 18

Project authorization $ 18,970.31

Exclusive of engineering $ 17,621.31

Per cent of time elapsed 40 %

Estimated cost of completed project, exclusive of engineering $ 14,852.56

Estimated per cent XXXXXXXr underrun 11.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,349.00

Engineering cost to date $ 1,954.70, 144.9 %

Date project was completed August 4, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimate for this section is complete and will be taken to the La Grande Division Office on Monday. This will be the final report for this section unless further checking is needed.

NOTED
JOHN R. OAKES

EJB K B

Estimated date of completion August 4, 1961

Signed

Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.19			0.19
Miles partially completed					
Miles completed		0.19			0.19
Total estimated quantities (contract)		2,190 CY			860 Ton
Total quantities corrected to date		1,830.8 CY			774.995 Ton
Estimated quantities moved or placed to date		1,830.8 CY			774.995 Ton
Average daily quantities This week		0			0
Average daily quantities necessary to complete project on time		0			0
Number shifts per day		0			0
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Pt. fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAY 16 1961
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

330-1718

5892

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 16, 1961

Baldwin & Sutherland
1123 Boyer
Walla Walla
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5892, awarded April 14, 1961, for paving SE 9th Avenue in Milton-Freewater in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 4 1961

FOR FILING

330-1718
5892

May 3, 1961

Morrison & Co., Inc.
P. O. Box 597
Walla Walla, Wn.

Attention: Mr. J. W. Morrison
President

Gentlemen:

This is to acknowledge receipt of your letter of April 28 requesting the return of your Cashier's Check No. 73619 in the amount of $850.00. This was submitted as a proposal guaranty in connection with your bid on the Milton-Freewater (S.E. 9th Ave.) Paving Project in Umatilla County, at our April 11 bid letting.

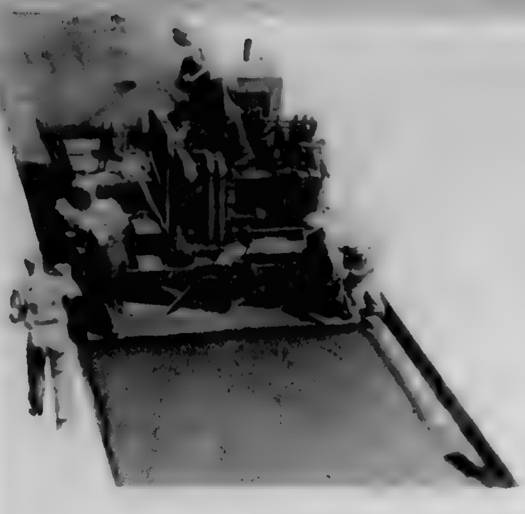
It has been the policy of the State Highway Commission to hold the second-low bidder's deposit until the contract has been fully executed. As soon as this has been completed, we will promptly return your cashier's check to you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Re Contract No. 5892



TELEPHONE JAckson 5-3043

MORRISON & CO., INC.

GENERAL CONTRACTORS

P. O. BOX 597
WALLA WALLA, WASHINGTON

OILING
PAVING
ROADS
STREETS
PARKING LOTS

J. W. MORRISON, PRESIDENT - JAckson 9-2344
LARRY W. MORRISON, SECRETARY - JAckson 5-3143

April 28, 1961

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Bid Deposit of 4/11/61
Milton-Freewater, Ore. Paving

Gentlemen:

Please return our cashier's check, no. 73619, in the amount of $850.00, sent to you as a deposit on the above-mentioned job.

We were the second low bidder on the job.

Thank you.

Yours truly,

MORRISON & CO., INC.

J. W. Morrison, President

JWM/lb

[illegible] explain that [illegible] bid second low [illegible] deposit until contract is awarded.
76

NOTED
[illegible]

RECEIVED
MAY - 1 1961
OREGON
STATE HIGHWAY COMMISSION

All agreements are contingent upon strikes, picketing, boycotting, or other labor interference or delays unavoidable or beyond our control.

8

RECEIVED
APR 18 1961

FOR FILING
330-1715

5892

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1961

SUBJECT:

To: Mr. John Herr
Accounting

file

We have in the safe Cashier's Check No. 73619 in the amount of $850.00, submitted as a proposal guaranty by Morrison & Co., Inc., Walla Walla, Wn., with their second low bid on the Milton-Freewater (S. E. 9th Ave.) Paving Project in Umatilla County, on which bids were received April 11.

This contract was awarded to Baldwin & Sutherland on April 14, under Contract No. 5892.

OREGON STATE HIGHWAY COMMISSION

ORIGINAL SIGNED
FLOYD QUERY
Secretary

✓ cc Dorothy Cook
fp

dc

RECEIVED
MAR 31 1961
FOR FILING

330-1718

5892.

3-30-61

[illegible]
#93

Salem, Oregon
March 29, 1961

$250,000 Fund Agreement
City of Milton-Freewater

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Milton-Freewater covering the Special City Allotment project on Ninth Street in the City of Milton-Freewater.

A fully executed copy of the above agreement has been retained in ;this office for the Commission's files and one fully executed copy has been sent to the City of Milton-Freewater.

Secretary

rn
Attach: 1

RECEIVED
MAR 30 1961
FOR FILING

335-1118

5892

March 29, 1961

D. A. Hanson, City Recorder
City Hall
Milton-Freewater, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Milton-Freewater covering the Special City Allotment project on Ninth Street in the City of Milton-Freewater.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

rn
enc.

FORM E-30X 80M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/23/61

SUBJECT: $250,000 Fund Agreement
City of Milton-Freewater

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Ninth Street in Milton-Freewater. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED
G S Paxson
State Highway Engineer

AUTHORIZED BY STATE HIGHWAY COMMISSION
DATE 11-3-60 Min Page 32894
Floyd Query
Secretary

NOTED
Harold C. Ayers

NOTED
H. S. COX

LOCATION PROSPECTUS
MILL STREET-WALLA WALLA RIVER BRIDGE SECTION
NINTH AVENUE, MILTON-FREEWATER
UMATILLA COUNTY

11-21-60

The following prospectus is submitted concerning the above-mentioned section of Ninth Avenue in Milton-Freewater. The overall length of the project is 0.19 mile.

This will be a location survey to prepare plans, specifications, and estimates for paving on existing alignment. The City of Milton-Freewater is to grade, drain, and place concrete curbs prior to the State's project.

The typical section will consist of a 24-foot traveled way with 8-foot parking each side. The approved base design by G. L. Decker is:

Paving, Base and Wear	3"
Top Course, Base	2"
Bottom Course, Base	10"
Total Depth	15"

Final agreements with the City will be necessary.

November 21, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson ✓
Walter T. Wright

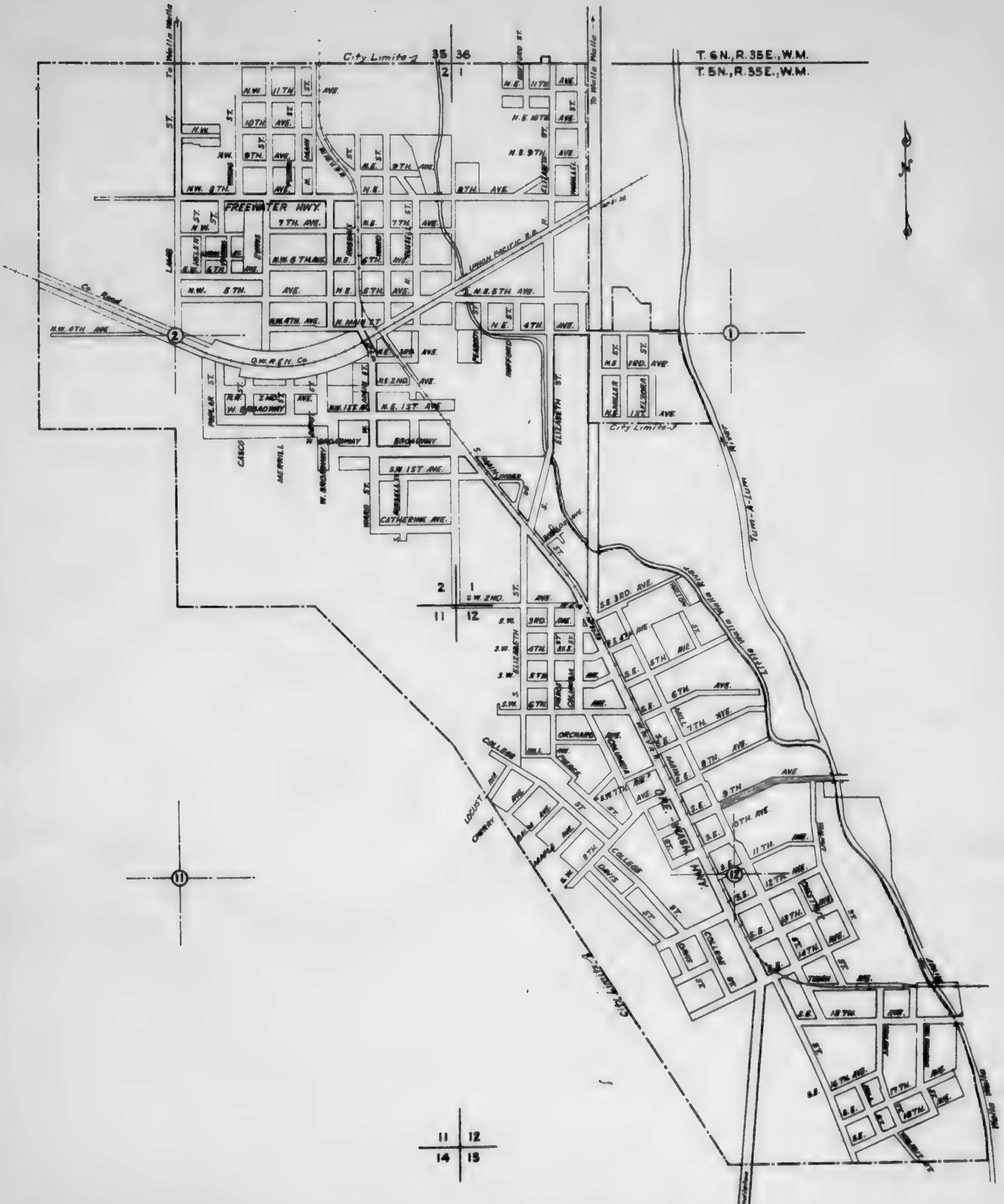
RECEIVED
NOV 23 1960
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
NOV 25 1960
ENGINEER
COUNTY & CITY RELATIONS

MILTON - FREEWATER

Scale in Feet
0 600 1200 1800

UMATILLA COUNTY



6-29-57

NOTED
H. S. COX

November 3, 1960

NOTED
Harold C. Ayers

Mr. J. R. Castner
City Manager
City Hall
Milton-Freewater, Oregon

NOTED
C. G SWENSON

Dear Mr. Castner:

At its November 3 meeting, the State Highway Commission approved the City's request for a construction project on SE 9th Avenue from Mill Street to the Walla Walla River bridge to be constructed from funds provided in the Special City Allotment Act.

The project was approved on the basis that the City would grade, drain, place concrete curbs and drainage, and pay all costs of the project in excess of $20,000 for the State's proposed project to place base and leveling courses and 3" asphaltic concrete pavement from curb to curb as constructed by City.

You will be contacted in the near future to work out details of the project and to negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm

City of Milton-Freewater

Council-Manager
Government Since 1938

Low Cost Power
Since 1893

August 8, 1960

NOTED

NOTED
C. G SWENSON

Mr. H. C. Ayers
Field Engineer
County and City Relations Division
State Highway Department
Salem, Oregon

Dear Mr. Ayers:

In answer to your letter of August 5, 1960, the preliminary figures that you prepared seem to be satisfactory as far as the City of Milton-Freewater is concerned. It was agreed by the City Council, in making our application for the State allotment, that the City would pay all costs in excess of $20,000.00 to the State. If you have any further questions, I will be happy to discuss them with you at any time.

Sincerely yours,

J. R. Castner
City Manager

JRC:dt

RECEIVED
1960

August 5, 1960

Mr. J. R. Castner
City Manager
Milton-Freewater, Oregon

Dear Mr. Castner:

I am planning on submitting your proposed project, for the reconstruction of Ninth Street, along with others, to the State Highway Commission for their appropriate action in formulating the Special City Allotment Program for 1961.

Enclosed please find a rough preliminary estimate for this project, will you please advise if this meets with your approval, and if the City Council is willing and able to pay all cost of the State's project in excess of $20,000. Please treat this estimate as confidential.

Very truly yours,

W. C. Williams
State Highway Engineer

By H. C. Ayers
Field Engineer
County and City Relations Division

HCA:ge

$250,000 ('61) MILTON-FREEWATER

Preliminary Estimate

Ninth ~~Street~~ ave from Mill Street to the Walla Walla River Bridge, a distance of approximately 0.19 mile.

Place 10" base course, 2" leveling course and 3" asphaltic concrete pavement 40' width. (City to grade, drain and place concrete curbs prior to State's project)

Preparation of grade	0.19 mile	$500.00	$ 95.00
Coarse crushed material	1700 cuyds.	3.75	6,375.00
3/4" - 0 in. base	390 cuyds.	4.25	1,657.50
Sprinkling	52M/gal.	4.00	208.00
Class "B" asphaltic concrete	800 tons	15.00	12,000.00

Estimated construction cost	$20,353.50
12½% Engineering & Contingencies	2,544.19
Survey	375.00
	$23,272.69

6-27-60

RESOLUTION #159

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of CITY OF MILTON-FREEWATER is an incorporated city of the State of Oregon and has a population of 4,082 as given by the latest official census; and

WHEREAS, the following streets of said city,

S. E. 9th Avenue - East of Mill Street to City Limits

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of CITY OF MILTON-FREEWATER does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate J. R. Castner, City Manager as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 27th day of June, 1960.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- -------------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of CITY OF MILTON-FREEWATER at a regular ~~or~~ ~~special~~ meeting of said Council, held on the 27th day of June, 1960, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 27th day of June, 1960.

D. A. Hanson
City Recorder

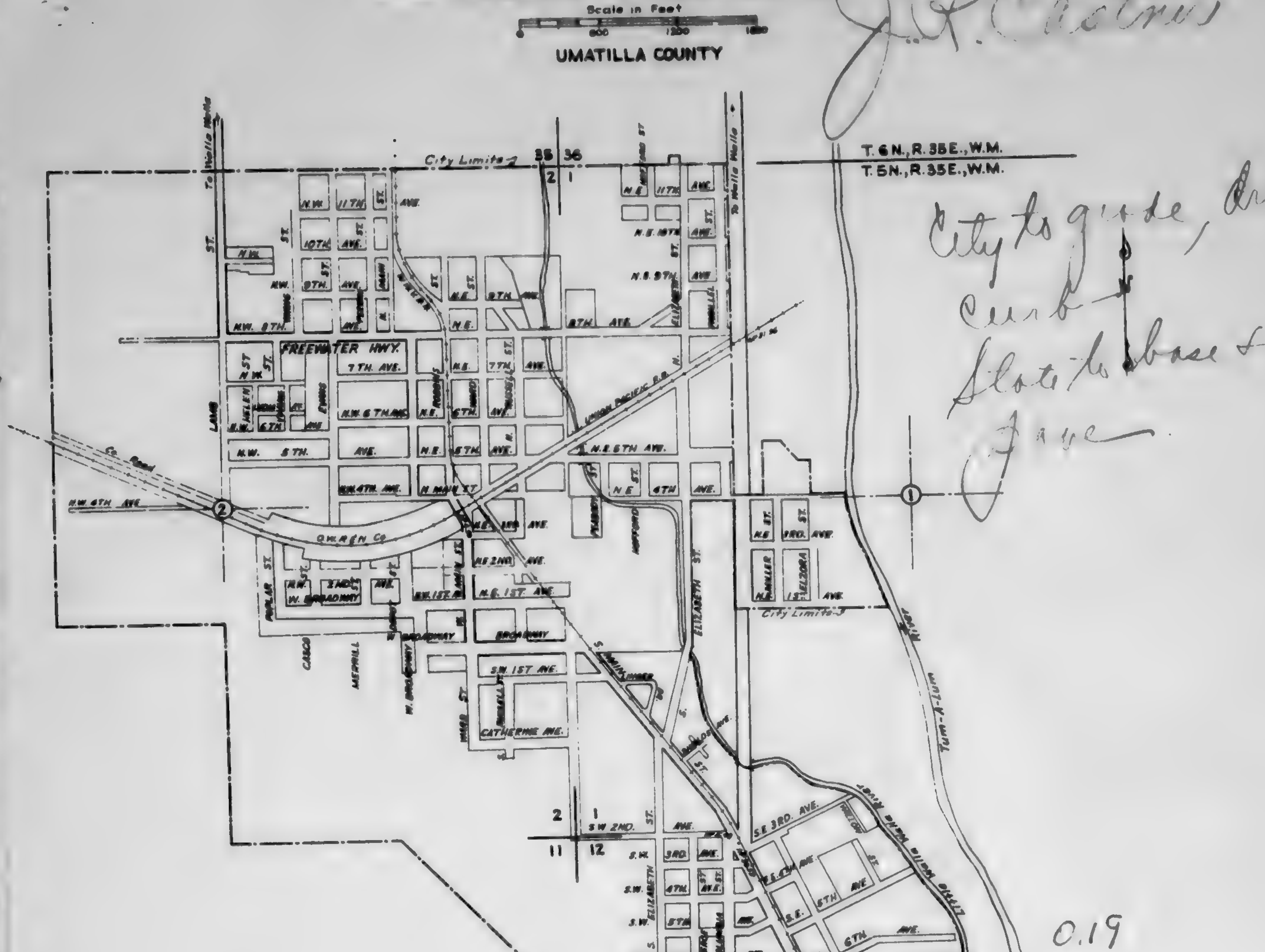
cc-50 (1959 Rev.)

MILTON - FREEWATER

Scale in Feet

UMATILLA COUNTY

J. R. Castner



City to grade, drain
curb
State to base &
pave

0.19

6-29-52

30-8327 Pendleton Rock Production Project
on 4 state Hwys. 1961
#5893

[illegible]
FOR FILING

February 13, 1962

Pendleton Rock Production
Contract No. 5893

5993

FINAL COST ANALYSIS

Rock Production
Contractor: E.H. Itschner Co.
Resident Engineer: John H. Walker

4 Highways, US 30, 395, FAS 465, 467
Prefix No. 30-9327

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Cr. Mat'l in S.P.	1,733.29	Cu. Yd.	2.65	2.88	4,994.35	4,593.22
1/2"-1/4" Cr. Mat'l in S.P.	4,632.18	Cu. Yd.	2.65	2.88	13,347.32	12,275.28
1/4"-#10 Cr. Mat'l in S.P.	6,333.17	Cu. Yd.	2.65	2.88	18,248.60	16,782.90
3/8"-0 Cr. Mat'l in S.P.	845.28	Cu. Yd.	2.65	2.88	2,435.62	2,239.99
PA#1 1/2"-1/4" Cr. Mat'l in S.P.	5,685.70	Cu. Yd.	2.85	3.01	17,156.99	16,204.25
PA#1 1/4"-#10 Cr. Mat'l in S.P.	3,323.17	Cu. Yd.	2.85	3.01	10,027.90	9,461.03
PA#1 3/4"-0 Cr. Mat'l in S.P.	4,208.86	Cu. Yd.	2.85	3.01	12,700.53	11,995.25
Liquidated Damages	41	Day	90.00			-3,690.00
Haul Adj. Favor of State	207.49	Yd. Mil	0.10			-27.05
					$78,911.31	$68,844.87

Gross Revenue	$ 68,844.87
Total Cost	78,911.31
Net Loss	$ 9,066.44

Net Loss equals 12.98% of Gross Revenue

DETAIL OF COST - Contract No. 5893

Labor and Supervision:		
Labor	$ 19,540.93	
Labor Insurance	1,895.15	
Health, Welfare, Pension and Travel	645.83	$ 22,081.91
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	22,162.99	
Gasolene, Oil and Grease	4,078.39	
Bond	548.55	
Explosives	3,223.78	
Home Office and General Overhead	2,071.14	
P.L. and P.D. Insurance	660.75	
P.U.C.	560.21	
Small Tools and Miscellaneous Supplies	402.15	
Personal Property Tax	317.30	34,025.26
Work Done by Others:		
Steve Draper (Drilling and Shooting)	4,232.66	
L. L. Copes (Hauling Contractor)	18,571.48	22,804.14
TOTAL COST		$ 78,911.31

CRUSHING BREAKDOWN - Contract No. 5893

Item	Quantity	Unit	Cost	Unit Cost
Russell Olson Private Quarry:				
Drill and Shoot	13,543.92	Cu.Yd.	4,131.50	0.305
Feed Crusher	13,543.92	Cu.Yd.	8,272.49	0.611
Crushing	13,543.92	Cu.Yd.	16,158.20	1.193
Haul to Stockpile Site	13,543.92	Cu.Yd.	9,492.91	0.701
Place in Stockpile	13,543.92	Cu.Yd/	970.80	0.072
TOTAL COST	13,543.92	Cu.Yd.	39,025.00	2.88
Quarry and Stockpile Site "J":				
Drill and Shoot	13,217.73	Cu.Yd.	4,031.99	0.305
Feed Crusher	13,217.73	Cu.Yd.	8,682.56	0.656
Crushing	13,217.73	Cu.Yd.	16,959.16	1.283
Haul to Stockpile Site	13,217.73	Cu.Yd.	9,264.28	0.701
Place in Stockpile	13,217.73	Cu.Yd.	947.42	0.072
TOTAL COST	13,217.73	Cu.Yd.	39,885.41	3.017

The crushing plant operated 410 hours for an average of 65.27 cubic yards per working hour.

Remarks - Contract No. 5893

This was a "State Project" consisting of the production of 26,761.65 cubic yards of crushed rock in stockpiles for later use by the State in connection with maintenance operations on four state highways: The Old Oregon Trail, Pendleton-Cold Springs, Athena-Holdman, and Havana-Helix all in Umatilla County.

This project was bid April 11, 1961, awarded April 14, 1961 and completed November 21, 1961.

The contractor moved into a private quarry known as the Olsen Quarry located approximately one quarter mile northerly of M.P. 207.1 on U.S. 30, on April 19th. During the time taken to set up the crushing plant, the contractor had a grader preparing stockpile sites. Drilling operations were done during the same period.

Crushing operations began on Tuesday, April 25th. The plant was fed with a 3/4-cubic yard shovel and two dumptors. The crushed materials were hauled to stockpile sites by L.L. Copes, a hauling contractor. Two D7 cat dozers were used at the sites to stockpile crushed materials. Crushing operations were put on a 10-hour shift basis on May 2nd. Production at that time was estimated to be approximately 100 cubic yards per hour. A loss of two days down-time occurred during the week ending May 5th.

All the crushed materials for sites "A", "B", "C", "D", "E" and "N" were completed Tuesday A.M., May 23rd. The balance of the week was used to crush materials for Russell Olsen Construction Company. This did not complete the project.

The crushing plant and other equipment were removed from the quarry on Friday, May 26th. This equipment spread was then moved to another State project near Shaniko.

The contractor began moving into the State owned quarry located at M.P. 20 on the Athena-Holdman Highway on Tuesday, October 17th. Set up was completed Thursday and crushing began Friday of the following week. Crushing was somewhat hampered and several hours of shut down were necessary because of high winds that made operations impractical and dangerous.

Crushing was completed on Monday, November 19th and all stock piles shaped and areas cleaned up on November 21st.

The contractor suffered an appreciable loss on this project. Forty per cent of the loss was due to liquidated damages, the other sixty per cent was due to the extra "move in" caused by having other projects to complete; time delays caused by weather and the low bid on the type of material to be crushed.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

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AN 12 1962

FOR FILING

[illegible]

5893

January 11, 1962

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5893 for the Pendleton Rock Production Project on the Old Oregon Trail, Athena-Holdman, Havana-Helix, and Pendleton-Cold Springs Highways in Umatilla County was completed by the contractor, E. H. Itschner Co., on November 21, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,069.11 will be released to the contractor after acceptance by the Commission. The total contract amount is $69,844.87, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: E. H. Itschner Co.

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 8, 1961

Section Pendleton Rock Production
Highway 4 State Hi-ways County Umatilla
Contractor E. H. Itschner Co.
Date of contract April 14, 1961
Date work started April 19, 1961
Project authorization $ 82,282.50
Exclusive of engineering $ 76,431.30

Kind of work Rock Production
Section prefix 30-8327
Contract number 5893
Specified work days 85
Work days used 126
Per cent of time elapsed 148.2 %

Estimated cost of completed project, exclusive of engineering $ 73,534.87
Estimated per cent underrun 5.8 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 5,851.20
Engineering cost to date $ 3,994.10, 68.3 %
Date project was completed November 21, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate for this project was submitted to Division Office on Friday of this week.

Third notification concerning completion of project will be held in this office until Contractor's crushing equipment has been removed from Quarry Site "J" located at M.P. 2.0 on the Athean-Holdman Highway.

This will be the final weekly report for this contract unless further data or checking is required.

NOTED

CONSTRUCTION DIVISION
RECEIVED
DEC 11 1961
NOTED--

Date project was completed Nov. 21, 1961

Signed
Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			27,600 CY		
Total quantities corrected to date			26,761.71 CY		
Estimated quantities moved or placed to date			26,761.71 CY		
Average daily quantities This week			0		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Overcast		
Tuesday	Overcast		
Wednesday	Fair -Pt. cloudy		
Thursday	Snow AM-Overcast PM		
Friday	Overcast		
Saturday			

RECEIVED
MAY 10 1961
FOR[illegible]

COMMISSIONERS
[illegible]IVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

30-1327
5493

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1961

E. H. Itschner Co.,
P. O. Box 31
Molalla
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5893, awarded April 14, 1961, for the Pendleton Rock Production Project on the Old Oregon Trail; Athena-Holdman Hwy.; Havana-Helix Hwy.; Pendleton-Cold Springs Hwy., in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc -
Encl.

FHP 52-1(1) Bally Mt. Road-Meadow Creek
Section of the Ukiah-Hilgard
Hwy., E. of Ukiah. 1961
#5894

RECEIVED
SEP 17 1962
FOR FILING

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5894

September 17, 1962

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
San Francisco 6, California

Gentlemen:

Contract #5894 awarded to R. E. Hall Const. Co., for grading-oiling Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County was completed on July 16, 1962, but has not been accepted by the Highway Commission.

Final payment, in the amount of $4,655.82 will be released to the contractor, assigned to Clarence Braden, after acceptance by the Commission. The total contract amount is $155,193.92 including $810.28 for work performed under force account.

You have been advised previously that claims have been filed with us, one of which has since been paid in full.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Waldron's Inc.,
W. A. Lloyd, Resident Agent
Milton-Freewater, Oregon

cc: R. E. Hall Const. Co.,
1720 SW Goodwin Place
Pendleton
Oregon

RECEIVED
SEP 10 1962
FOR FILING

[illegible]

5894

8-9-62
3J

August 1 , 1962

R. E. Hall Const. Co.,
1720 SW Goodwin Place
Pendleton
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1962, discussed with the Engineer your request for an extension of time on contract #5894. You requested 10 additional workdays within which to complete the grading-oiling on the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for 10 additional workdays without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ds

by:
C. W. Head, Assistant Secretary

cc: A. F. Parson
J. C. Hiatt
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Matson

RECEIVED
JG 9 1962
FOR FILING

[illegible]
5894

August 8, 1962

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 3
August 9 Meeting

The contractor on the Bally Mountain Road-Meadow Creek Section of the Ukiah-Hilgard Highway, Contract No. 5894, has requested an additional 10 days in which to complete his work without the assessment of liquidated damages.

The contractor, R. E. Hall Construction Company, cites the following reason: That workdays were charged after September 15, 1961, when the Resident Engineer ordered suspension of any oiling work on the project; this is in compliance with the job specifications. However, at that time the contractor had not crushed or placed all of the base rock and had produced none of the oil aggregate, and none of the road was ready for oiling. We are, therefore, of the opinion that he was working at 100 per cent production on the portion of the project available to him. This base construction was completed 10 days after he was advised that no oiling would be permitted after September 15, 1961, and from that time until June 29, 1962, when the weather warmed up sufficiently to allow oiling, no workdays were charged.

Under the circumstances, we have no alternative but to recommend denial of his request. Our recommendation carries the Bureau of Public Roads' concurrence.

This matter will be on the agenda for your consideration at the August 9 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
Attachment

RLP:ajw hlb

RECEIVED
SEP 10 1962
FOR FILING

5894

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for #3

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5894 Contractor R. E. Hall Construction Co.

Highway Ukiah-Hilgard

Section Bally Mtn. Road-Meadow Creek

Kind of Work Grading and oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~GRANTED~~. The reasons for such recommendation are as follows:

No workdays were charged except when contractor was working at normal efficiency on that portion of the project which is normal for that stage of the construction.

Recommended for Approval:

S Coulter
~~Asst.~~ Division Engineer

F. B. Klaboe
Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 5894
Project designation FHP 52-1(1) State-Federal
Date awarded April 14, 1961
Work started June 14, 1961
Per cent completed 100 July 16, 1962 Date
No. of Workdays Allowed 85
No. of Workdays Used 113
No. of Added Workdays Requested 10

State Printing 27920

E--320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Noted	DE	ADE	/DE	DOE

JUL 20 1962

REC'D DIV. OFFICE
LA GRANDE

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date July 13, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 85 days to 95 days, within which to complete our Contract No. 5894, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: - See detail attached

Respectfully submitted,

R. E. HALL CONSTRUCTION CO.
Contractor

By Cecil Hall

CONSENT OF SURETY

Date July 13, 1962

We, St. Paul Fire and Marine Insurance Co.

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact Robert E. Landt

Akers and Jones, Inc. (SEAL)

B Frank Akers
Resident Agent
Milton-Freewater, Oregon

Noted | DE | ADE | ADE | DOE

JUL 20 1962

REC'D DIV. OFFICE
LA GRANDE

# CONTRACTORS REQUEST
for
INCREASE IN NUMBER OF WORKDAYS
to
COMPLETE CONSTRUCTION CONTRACT

A recent review of the Bally Mtn. Road-Meadow Creek file reveals that on September 14, 1961, State of Oregon Highway Department Resident Engineer, R. R. Spivey, under the authority set forth in Oregon State Highway Department Standard Specifications for Highway Construction, Section 8, 1.8.3 and 1.8.5, by letter ordered a temporary suspension of oiling work on the aforementioned project. This action reduced the job prosecution potential to a point far below the 60% work level criterion generally utilized in connection with determining workday charges.

It has been noted however, that a cessation of workday charges was not made at that time. It appears, from an examination of the Weekly Statements of Workday Charges, that workdays were charged on September 14, 15, 18, 19, 20, 21, 22, 25, 26 and 27, 1961. We feel certain that these workdays were charged inadvertently since on all of these days the work prosecution potential and, indeed, the work performed was far below the 60% criterion level.

In view of the foregoing facts, we respectfully request an increase in the number of workdays from 85 to 95 days within which to complete Contract No. 5894, without the assessment of liquidated damages. This action will tend to cancel the workdays erroneously charged.

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street NE
Salem, Oregon

TO : Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: August 6, 1962

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Assistant Division Engineer

SUBJECT: Oregon FHP-52-1(1) Bally Mountain
Road-Meadow Creek Section of
Ukiah-Hilgard Highway

This office agrees with the recommended denial of the contractor's request for a time extension as outlined in Mr. Porter's letter dated August 2.

AUG 7 1962

OTED
ORTER

August 2, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request For Extension of Time
Bally Mountain Road-Meadow
Creek Section
Ukiah-Hilgard Highway
Project FHP-52-1(1)

Dear Sir:

We have received from the R. E. Hall Construction Company, contractor on this project, a request for an additional 10 days in which to complete the work on this project. The project was completed on July 16, 1962, with 25 days overrun of the time limit.

The reason cited by the contractor is that the amount of work available to him after September 15 was less than 60 percent, due to notification that no oiling would be allowed after that date. At that date, the contractor had not completed the crushing or placing of his base rock and had produced none of his oil aggregate. The base was completed on September 29, 1961 (10 workdays after September 15) and workdays were not counted again until June 29, 1962, when the weather warmed sufficiently to allow oiling. The oil aggregate was produced between September 25 and October 5, 1961.

Inasmuch as the contractor did not have his base completed or his oil rock produced by September 15, and was not in position to commence oiling work on that date, we have no alternative but to recommend denial of his request. May we have your reaction to this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

CHB:fp:ajw

cc Forrest Cooper
F. D. Morgan

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1962

SUBJECT: Contractor's Request for Extension of Time
Bally Mtn. Rd.-Meadow Creek Section
Ukiah-Hilgard Highway
Contract No. 5894

To:
Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Attached is a Contractor's Request for Increase in Number of Work days to Complete Construction Contract submitted by R. E. Hall Construction Company, contractor on this project. This project was completed on July 16, 1962 with an overrun of 25 work days. The request for 10 additional days is based on the contention that when we told him that he would not be allowed to oil after September 15, 1961 this, in effect, reduced the available amount of work to below 60 per cent. The contractor was notified during the week ending September 15, 1961 that he would not be allowed to oil after September 15, 1961 due to the temperatures which prevailed at the job site.

At that time, the contractor had not yet crushed or placed all the base rock, and had produced none of his oil aggregate. None of the road was ready for oiling, so we are of the opinion that he was working at 100 per cent production on that portion of the road which was available to him -- that is, completion of the base material. This work was completed 10 work days after he was advised that no oiling would be allowed during the remainder of 1961. No work days were then charged until June 29, 1962, when the weather warmed up sufficiently to allow oiling after an unusually cool spring and early summer.

We therefore recommend that the contractor's request for additional time be denied.

This is a FHP project so Bureau of Public Roads concurrence is required. A rough draft to the Bureau of Public Roads as well as one to the Commission is attached.

F. D. Morgan
Construction Engineer

CHB:fp

By FB Klaboe
F. B. Klaboe
Assistant Construction Engineer

Attach.

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FINAL REPORT

FOR CONSTRUCTION PROJECTS ONLY

No. 67

For Week Ending August 3, 1962

Section Bally Mtn. Road-Meadow Creek

Kind of work Grading & Oiling

Highway Ukiah-Hilgard County Union

Section prefix 131-1053 FHP 52-1(1)

Contractor R.E. Hall Const. Co.

Contract number 5894

Date of contract April 14, 1961

Specified work days 85

Date work started June 14, 1961

Work days used 113

Project authorization $179,608.50

Exclusive of engineering $166,838.34

Per cent of time elapsed 132%

Estimated cost of completed project, exclusive of engineering $156,023.80

Estimated per cent ~~overrun~~ or underrun 3.8%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization $12,772.16

Engineering cost to date $16,846.54, 132%

Date project was completed July 16, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None	None	100	None	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Compilation of final records of the project was completed this week and the Semi-Final Estimate submitted to the Division Engineer.

NOTED

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962

Noted
M. N. [illegible]

NOTED
C. E. PAULSON

Signed J C Hutt

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.08	7.08		7.08	
Miles partially completed					
Miles completed	7.08	7.08		7.08	
Total estimated quantities (contract)	11,500 CY	72,000 Tons		Asph Agg 620 6,110	
Total quantities corrected to date	7,240 CY	70,597 Tons		588 5,716	
Estimated quantities moved or placed to date	"	"		" "	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Part Cloudy-Warm +85°		
Tuesday	Fair-Warm +90°		
Wednesday	Fair-Warm +90°		
Thursday	Fair-Warm AM - Thunder showers PM		
Friday	Broken Overcast- moderate		
Saturday			

RECEIVED
[illegible] 27 1962

FOR FILING

477 Cottage Street N. E.
Salem, Oregon

July 25, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FHP 52-1(1)

589

A. W. Parsons, Division Engineer
Salem, Oregon

Final Inspection - Bally Mt. Road -
Meadow Creek Section -
Federal project FHP 52-1(1)

Area Engineer Jensen will recommend acceptance of subject project at end of day, July 23, 1962. The contractor was released from maintaining the oil mat this date.

The work accomplished is commendable.

Original referred To Morgan
7-27-62

NOTED
R. L. PORTER

RECEIVED
JUL 23 1962

FOR FILING

[illegible]

5894

July 23, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 16, 1962, on Contract No. 5894, Bally Mt. Road - Meadow Creek Section, in Union County, in connection with Federal-Aid Project No. FHP 52-1(1).

Please advise us, by letter, of the date on which this contract is accepted by the Bureau of Public Roads. If there are conditions which prevent your acceptance, please advise us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra

RECEIVED
JUL 19 1962
FOR FILING

5894

July 19, 1962

Mr. Clarence Braden
22 West Alder Street
Walla Walla, Wn.

Dear Mr. Braden:

After writing to you on July 12 concerning the assigning of estimates on Contracts 5894 and 6010, assigned to you by R. E. Hall Construction Co., I discussed this matter with a member of our legal staff. He was of the opinion that there might be reasons why the State should not send estimates to the assignee for signature.

The matter has not been resolved completely, I believe, and I give you this information so that you may be advised. I am sure, however, that some agreeable procedure can be determined when you and your attorney come to the Salem Office on July 23.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

Clarence Braden

Walla Walla, Washington
22 West Alder Street

July 17, 1962

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract #5894, Bally Mtn.
Contract #6010, Tygh Valley

Dear Mr. Query:

I appreciated very much your letter of July 12th which clarifies the conditions pertaining to the assignments on the various contracts.

As stated in my recent letter to you, I believe it is best for all parties concerned that the estimates be sent to my office at 22 W. Alder, Walla Walla, Washington for my signature. Many times Mr. Hall is not available which in some instances could create quite a delay.

Yours truly,

Clarence Braden
Clarence Braden

cb:ew

RECEIVED
JUL 18 1962
OREGON
STATE HIGHWAY COMMISSION

Clarence Braden Construction Co.

Walla Walla, Washington
22 West Alder Street

July 12, 1962

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

I appreciate very much discussing with you by phone the assignment of claims from R.E. Hall Construction Co. covering Tygh Valley project, contract #6010 and Bally Mountain project contract #5894. I know you will understand my reason for inquiry is to set up positive safety factors regarding the receiving the disbursement of money from these jobs.

As I told you, the money received from these jobs will not equal the payables. If I am correct in reading the assignment, R.E. Hall Construction Co. designates myself as the agent with authority to sign warrants and any other documents pertaining to the contracts. In order to expedite them and for safety regulations, I would appreciate very much receiving the estimates for signature, also, any other type of documents requiring signature in connection with these claims.

I appreciate your willingness to consult with me and my attorney on July 23rd, at approximately 3:00 or 4:00 p.m.

Yours truly,

Clarence Braden

Clarence Braden

cb:ew

cc: H.H. Hahner

RECEIVED
JUL 13 19
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962
FOR FILING
FHP 52 1(1)
5174

477 Cottage Street N.E.
Salem, Oregon

July 16, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project FHP-52-1(1)
Bally Mtn. Road-Meadow Creek Section
Ukiah-Hilgard Highway

An inspection was made of subject project by Area Engineer Jensen, in company with H. S. Coulter, Asst. Division Engineer, and Jack Hiatt, Resident Engineer, of the State Highway Department on July 11th. The contractor still had work remaining consisting of the final seal.

The project can be accepted upon completion of placing the final seal and the satisfactory evidence that the base rock has been record sampled for compaction and the results thereof meet specified requirements.

original To Young
copy To Morgan
7-18-62

RECEIVED
JUL 13 1962

FOR FILING

2H P-52-1(1)

5894

July 12, 1962

Mr. Clarence Braden
22 W. Alder
Walla Walla, Wn.

Dear Sir:

As a follow-up to our phone conversation of this afternoon, I checked with Mr. Carl Smith in our Accounting Division as to the sending of estimates to the contractor, which have been assigned. This is a policy which has been followed for a considerable number of years.

I was advised, however, that if complications develop between the assignee and the contractor, we would be within our legal rights to send the estimates directly to the assignee for signature. The warrants, of course, are made payable to and sent to the assignee.

If you wish the papers sent to you for signature rather than to Mr. Hall, please give us a request in writing.

The contracts concerned are No. 5894, grading and oiling on the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County; and No. 6010, grading, paving and structures on the Tygh Valley Section of The Dalles-California Highway in Wasco County. Both contracts were awarded to R. E. Hall Construction Co., and assignments have been made to you by the contracter for all payments due or to become due on these two contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

RECEIVED
JUN 29 1962
FOR FILING

[illegible]
4894

May 25, 1962

R. K. Hall Const. Co.,
39 SE 3rd Street
Pendleton
Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 25, 1962, discussed with the Engineer your request for an extension of time on contract #4894. You requested 35 additional workdays within which to complete the grading-oiling of the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for 35 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. F. Parson
J. C. Hiatt
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
MAY 23 1962
FOR FILING

5894

May 22, 1962

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 4
May 25, 1962 Meeting

The R. E. Hall Construction Company, contractor on the Bally Mountain Road-Meadow Creek Section of the Ukiah-Hilgard Highway in Union County, Contract No. 5894, has requested an increase in the number of days without the assessment of liquidated damages in which to complete the work on the project. The request was for 35 days and was based on the claim that he was delayed on another State project.

This contractor also had the Irrigon-Umatilla project, Contract No. 5840, and was granted an additional 30 days in July 1961. The Bally Mountain job was awarded prior to the time the delays were experienced on the Irrigon-Umatilla job.

Our specifications do not allow additional time because of shortage of labor or equipment, and we must recommend that the contractor's request be denied. The Bureau of Public Roads concurs in this recommendation.

This matter will be on the agenda for your consideration at the May 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attach.

cc R. L. Porter
Victor D. Wolfe
F. D. Morgan
A. F. Parson

CHB:fp hlb

RECEIVED
JUL 2 1962
FOR FILING

FHP 52-1(1)
5894

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

#4

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5894 Contractor R. E. Hall Construction Co.

Highway Ukiah-Hilgard

Section Bally Mtn. Road-Meadow Creek

Kind of Work Grading and oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend increase be denied.

Recommended for Approval:

Division Engineer

F B Klaboe
Asst
Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	5894
Project designation (State-Federal)	FHP 52-1(1)
Date awarded	April 14, 1961
Work started	June 14, 1961
Per cent completed	63 April 20, 1962 (Date)
No. of Workdays Allowed	85
No. of Workdays Used	107
No. of Added Workdays Requested	35

E—180 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#4

Oregon State Highway Commission
Salem, Oregon

Date April 4, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 85 days to 120 days, within which to complete our Contract No. 5894, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: ATTACHED

action May 25, 1962 - Request denied
Floyd Query

Respectfully submitted,

R. E. Hall Construction Co.
Contractor

By Cecil Hall Attorney/In/Fact

CONSENT OF SURETY

Date April 4, 1962

We, St. Paul Fire and Marine Insurance Co.

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

ST. PAUL FIRE AND MARINE INS. CO.

Cecil Hall
Attorney-in-fact
Akers and Jones, Inc.

Iris Giordano
Iris Giordano, Attorney-in-fact
(SEAL)

Frank Akers
Resident Agent
Milton-Freewater, Ore

R. E. HALL CONSTRUCTION COMPANY

PHONE
CR 6-6794

39 S. E. THIRD
PENDLETON, OREGON

CONTRACTORS REQUEST
for
INCREASE IN NUMBER OF WORKDAYS
to
COMPLETE CONSTRUCTION CONTRACT

We hereby respectfully request an increase in the number of workdays from 85 days to 120 days, within which to complete our Contract No. 5894, without the assessment of liquidated damages.

This Contract was awarded April 14, 1961 with a time limit of 85 workdays beginning April 24, 1961. My projected schedule, when I bid the job, was to begin May 15, 1961 and finish the road ready for oiling August 1st and allow until September 1st to complete oiling, thus using 70 workdays. Conditions beyond my control prevented me from starting the job until August 8th. Realizing this late start, by working overtime and some Saturdays, we completed excavation, crushing and placing of the rock in 42 days. Adding to this 15 days for oiling would make a total of 57 workdays which is 13 days less than projected. As you know, the oiling is scheduled to start as soon as weather permits.

Due to circumstances as follows, we are requesting an extension of time on this contract of 35 days.

On August 8, 1961, when we started the job, the first operation was excavation which consisted primarily of removing soft spots in the existing highway caused by moisture and adding additional base to these spots. Due to this late date, most of the spots had dried up and the excavation item materialy underran which saved the State a considerable sum of money.

Now, regarding the workday count which began April 24, 1961, it is known that if we had been ready to move in at this time it would not have been practical to start the job due to excessive wet weather and a great many soft spots in the existing road. We believe if you will analyse the weather and ground conditions on this job, June 15th would have been the most advantageous time to start work. This being the case, we hope you will agree that the construction conditions were not right prior to June 15, 1961. 35 workdays were charged for this period.

We will very much appreciate your analysing the above and we sincerely hope you will grant the 35 days requested.

R. E. HALL CONSTRUCTION CO.

By: Cecil Hall Attorney/In/Fact

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: May 18, 1962

CGPolk

FROM : C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Time extension
Bally Mountain Road-Meadow Creek Section
Ukiah-Hilgard Highway, Project FHP 52-1(1)

We concur in your denial of a time extension on subject project as set forth in your letter dated May 15, 1962.

RECEIVED
MAY 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

May 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Mr. Polk:

Contractor's Request for Time Extension
Bally Mountain Road-Meadow Creek Section
Ukiah-Hilgard Highway
Project FHP 52-1(1)

We have received from R. E. Hall Construction Company, contractor on this project, a request for an additional 35 days in which to complete work on the project. The reason given by the contractor as justification of this increase was that he was delayed on another project.

He was the contractor on the Irrigon-Umatilla project (F-1A5 (11)) and was granted a 30-day extension of time in July, 1961. This delay was experienced after the award of the contract on the Bally Mountain job.

Our specifications do not allow an increase in allowable workdays due to shortage of materials, equipment or labor so we have recommended that the contractor's request be denied.

Your concurrence in this denial is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
A. F. Parson

CHB:fp hlb

FORM E-30 50M 11-61 40220

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1962

SUBJECT: Contractor's Request for Time Extension
Bally Mtn. Road-Meadow Creek Section
Ukiah-Hilgard Highway
Contract No. 5894

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Attached is a Contractor's Request for Increase in Number of Workdays to Complete Construction Contract submitted by R. E. Hall Construction Company, contractor on this project. The request for 35 additional days is based on the delays incurred on the Irrigon-Umatilla project (Contract 5840), which was done by the same contractor.

The Commission authorized an additional 30 days on the Irrigon-Umatilla job on July 28, 1961 due to delays on that project. The Bally Mountain job was bid prior to this delay, so the contractor was thrown off schedule for the rest of the summer. This project was not affected by the strike last summer.

Under our standard specifications, lack of equipment or labor is not a valid reason for increasing the allowable time on a project. We therefore recommend that the contractor's claim be denied.

This is an FHP project, requiring Bureau of Public Roads' concurrence. Rough drafts to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By P. B. Klaboe
P. B. Klaboe
Assistant Construction Engineer

CHB:fp

Enc.

RECEIVED
MAY 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 2 1962
FOR FILING

March 30, 1962

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Building
220 Montgomery Street
San Francisco 6, California

Attention: J. H. Moser, Superintendent
Bond Claims Department

Gentlemen:

Attached is a copy of a claim in the amount of $647.59, which has been filed with the Secretary of State by Helm and Neely, lawyers, on behalf of [illegible] Becker, for the hauling of crushed rock at the request of D. Erlie Bryant (Subcontractor). This appears to be in reference to the R. E. Hall Construction Company.

No. [illegible] - Grading and oiling of Kelly Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

Enc.

CWH:fkn

cc: Waldron's, Inc.
R. A. Lloyd, Res. Agent
Milton-Freewater, Oregon

R. E. Hall Construction Co.
1720 S. W. Goodwin Place
Pendleton, Oregon

Commissioners

Mr. Forrest Cooper

NOTED ON CARD
ec

NOTICE

TO THE STATE OF OREGON BY AND THROUGH THE STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned, Eugene S. Becker has a claim for hauling of crushed rock at the instance and request of S. Arlie Bryant for the sum of Six Hundred Forty-Seven and 50/100 Dollars ($647.50) against the bond taken from St. Paul Fire & Marine Insurance Company for the work of grading and oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County, Oregon, Contract Number 5894.

Dated this 26 day of March, 1962.

Eugene S. Becker
Eugene S. Becker

STATE OF OREGON)
) SS
COUNTY OF UNION)

I, Eugene S. Becker being first duly sworn, say that I am the claimant in the above Notice, that I have read the foregoing notice, that I know the contents thereof and that the same are true as I verily believe.

Eugene S. Becker
Eugene S. Becker

Subscribed and sworn to before me this 26 day of March, 1962.

Notary Public for Oregon
My Commission Expires: 3-2-66

#3934

FILED
MAR 28 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 28 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

March 28, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from C. Richard Neely, c/o Helm & Neely, Lawyers, West-Jacobson Building, La Grande, Oregon and filed as of this date, a notice of claim by Eugene S. Becker for hauling of crushed rock at the instance and request of S. Arlie Bryant for the sum of $647.50 against the bond taken from St. Paul Fire & Marine Insurance Company for the work of grading and oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County, Oregon. State Highway Contract No. 5894.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
MAR 30 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 1962
FOR FILING

[illegible]

March 30, 1962

Helm and Neely
Lawyers
West-Jacobson Building
La Grande, Oregon

Gentlemen:

This is in reply to your letter of March 27 and attached "Notice of Claim" of your client, Eugene S. Becker, in the amount of $647.50, for hauling of crushed rock at the request of S. Arlie Bryant (Subcontractor) on State Highway Contract 5894.

The Secretary of State has informed us that Mr. Becker's claim was filed in his office on March 28, 1962. This information will be noted in our records and we will advise the surety and contractor of this "Notice of Claim".

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

NOTED ON CARD
dc

HELM & NEELY
LAWYERS
WEST-JACOBSON BUILDING
LA GRANDE, OREGON
PHONE WO 3-3104

CARL G. HELM (1881-1948)
CARL G. HELM, JR.
C. RICHARD NEELY

March 27, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Attached is a notice of claim executed by Eugene S. Becker which we would appreciate your filing in accordance with O. R. S. 279.528. Thank you for your cooperation.

Very truly yours,

HELM & NEELY

By

C. Richard Neely

CRN/da

Attach.

RECEIVED
MAR 28 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAR 20 1962

FOR FILING

5194

March 20, 1962

Helm & Neely, Lawyers
West-Jacobson Building
La Grande, Oregon

Attention: Mr. C. Richard Neely

Gentlemen:

This is to acknowledge receipt of your letter of March 12 concerning the hauling of rock by your client, Eugene S. Becker, for S. Arlie Bryant on the Starkey-Ukiah Highway.

From the description this appears to be in connection with the R. E. Hall Construction Co. Contract No. 5894 for grading and oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

The performance bond on this contract was furnished by the St. Paul Fire & Marine Insurance Company, through Waldron's, Inc., W. A. Lloyd, Resident Agent, Milton-Freewater.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

HELM & NEELY
LAWYERS
WEST-JACOBSON BUILDING
LA GRANDE, OREGON
PHONE WO 3-3104

CARL G. HELM (1881-1948)
CARL G. HELM, JR.
C. RICHARD NEELY

March 12, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

#5894

Enclosed you will find an affidavit in compliance with ORS 279.515 requesting a copy of the contract and bond for a contract let by the Highway Commission to S. Arlie Bryant, 216 Hutton Building, Spokane, Washington, for work on the Starkey-Ukiah Highway.

Our purpose in requesting this information is to enable us to file a notice of claim under ORS 279.528.

Actually we do not need the band or contract if it would be inconvenient to supply these. We need the name of the surety company and the contract number in order to complete the claim.

We would appreciate your supplying either the copy of the contract and bond or the necessary information as soon as possible. ✓

Very truly yours,

HELM & NEELY

By C. Richard Neely

C. Richard Neely

Cec, please reply FQ

CRN/da

Enc.

RECEIVED
MAR 16 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

AFFIDAVIT

STATE OF OREGON)
SS.
COUNTY OF UNION)

I, Eugene S. Becker, being first duly sworn, depose and say:

(1) That S. Arlie Bryant was engaged as a contractor by the State Highway Commission for the State of Oregon to perform certain work on the Starkey-Ukiah Highway and in that connection Mr. Bryant contracted with me for the hauling of rock to be used on said highway. That from September 27, 1961, until October 4, 1961, I hauled rock at Mr. Bryant's request which rock was used on the above road. That my charge for said hauling was in the amount of $647.50 which has not been paid.

Eugene S. Becker
Eugene S. Becker

Subscribed and sworn to before me this 15th day of March, 1962.

Notary Public for Oregon
My Commission Expires: 3-2-66

FOR FILES

LAW OFFICES
LOHMAN & ROBINSON

ROBERT LOHMAN
GERALD H. ROBINSON

SUITE 403 PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CApitol 6-6031

Dorothy — 3/7/62
Please note on card and send to files —
Cec H.

COPY

March 6, 1962

To: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
C.E. Hall, R.E. Hall Construction Co.
1720 S.W. Goodwin Place, Pendleton, Oregon
St. Paul Fire & Marine Insurance Co. c/o Waldron's Inc.
W. A. Lloyd, Milton-Freewater, Oregon

Gentlemen: re: Industrial Air vs. J. Arlie Bryant

Notice of Claim has heretofore been filed on behalf of Industrial Air Products Company for money due from J. Arlie Bryant arising from materials delivered on contract #5894. That the sum due and owing has now been fully paid by R.E. Hall Construction Company.

It should be mentioned that Mr. Cecil Hall, manager of R.E. Hall Construction Company, upon being informed of this outstanding indebtedness immediately remitted the same in full to this writer and informed me that had he been notified sooner it would have been paid and no notice would have been necessary. We of course had no knowledge of this as we were doing business with Mr. Bryant and it was to him our statements were being sent.

I also wish to take this opportunity on behalf of my clients, Industrial Air Products Co. of thanking the Hall Construction Company for their cooperation in this matter.

Sincerely yours,

LOHMAN & ROBINSON

Robert Lohman
Attorney for Industrial Air Products Co.
RL/by

cc- Mr. Ellis, Industrial Air

NOTED ON CARD
CC

NOTED
FLOYD QUERY

RECEIVED
MAR 7 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAR 6 1962
FOR FILING

FHP S2-1(1)

5894

March 5, 1962

St. Paul Fire & Marine Insurance Company
Pacific Department
200 Mills Building
220 Montgomery Street
San Francisco 6, California

Attention: Mr. J. M. Homer, Supt.
Bond Claims Department

Gentlemen:

Attached is a copy of a claim in the amount of $1170.69 plus interest, which has been filed with the Secretary of State by Industrial Air Products Co. for industrial gases, welding equipment and supplies furnished to J. Arlie Bryant, subcontractor to R. E. Hall Construction Co.

This appears to be in connection with State Highway Contract No. 5894 with R. E. Hall Construction Co. for grading and oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Waldron's, Inc.
Milton-Freewater
Oregon
Attn: W. A. Lloyd, Res. Agt.

NOTED ON CARD
RC

R. E. Hall Construction Co.
1720 S. W. Goodwin Place
Pendleton, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

March 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Robert Lohman, Oregon Bank Building, Portland 4, Oregon and filed as of this date, a notice of claim by Industrial Air Products Co. for materials furnished to-wit: industrial gases, welding equipment and supplies at the request of J. Arlie Bryant, sub-contractor to R. E. Hall Construction Co. in the sum of $1,170.69 together with interest thereon at the rate of 6% per annum until paid, against the gond taken from R. E. Hall dba R. E. Hall Construction Co Inc, principal and St. Paul Fire and Marine Insurance Co. for the work of grading and oiling Bally Mountain Road, Meadow Creek Section on the Ukiah-Hilgard Secondary Highway in Union County. State Highway Contract No. 5894.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo C Stephens
Public Records Section

ENC.
G:SK

NOTED
C. W. HEAD

RECEIVED
MAR 5 1962
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
C.E.Hall, R.E. Hall Construction Co.
1720 S.W. Goodwin Place, Pendleton, Oregon
St. Paul Fire & Marine Insurance Co. c/o Waldron's Inc.
W.A. Lloyd, Milton-Freewater, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:

Industrial gases, welding equipment and supplies, at the request of J. Arlie Bryant, sub-contractor to R.E. Hall Construction Co. between July 1, 1961 and October 25, 1961, in the sum of $1,170.69, together with interest thereon at the rate of 6% per annum from November 25, 1961 until paid, against the bond taken from R.E. Hall, an individual dba R.E. Hall Construction Co.Inc. as principal and St. Paul Fire and Marine Insurance Co., a corporation organized under the laws of the State of Minnesota and authorized to do business in Oregon, a Bonding Company, as Surety, for the work of grading and oiling Bally Mountain Road, Meadow Creek Section on the Ukiah-Hilgard Secondary Highway in Union County. Contract # 5894.

This Notice is given pursuant to ORS Chapter 279.

DATED this 28th day of Feb, 1962.

INDUSTRIAL AIR PRODUCTS CO.
By Gilbert Schnitzer
Gilbert Schnitzer, President

3200 N.W. Yeon Avenue
Portland 10, Oregon

File # 3922

FILED
MAR 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 6 1962

FOR FILING

[illegible]

5894

March 5, 1962

Lohman & Robinson
Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Robert Lohman

Gentlemen:

This is to acknowledge receipt of your letter of March 1 and attached copies of notices of claim of your client, Industrial Air Products Co., in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., and No. 5894 with R. E. Hall Construction Co.

The Secretary of State has informed us that the three claims of the Industrial Air Products Co. were filed in his office on March 2, 1962.

This information has been noted in our records and we have advised the sureties and the contractors of this filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

LAW OFFICES
LOHMAN & ROBINSON

ROBERT LOHMAN
GERALD H. ROBINSON

OREGON BANK BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6031

March 1, 1962

Mr. C. H. Mason
Chief Accountant
Oregon State Highway Commission
Salem, Oregon

Re: Industrial Air Products Co. v. J. Arlie Bryant, claim for $1,170.60, Our file # 62-52

Industrial Air Products Co. v. Keystone Construction Co.claim for $ 394.04, Our File # 62-54

Industrial Air Products Co. v. Cartwright Construction Co. claim for $128.85, Our File # 62-53

Dear Mr. Mason:

Enclosed please find claims as listed above of Industrial Air Products Co., supplier of materials.

Please acknowledge receipt of same.

Very truly yours,

LOHMAN & ROBINSON

Robert Lohman

Robert Lohman
RL/by
Encls.

NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
C.E.Hall, R.E. Hall Construction Co.
1720 S.W. Goodwin Place, Pendleton, Oregon
St. Paul Fire & Marine Insurance Co. c/o Waldron's Inc.
W.A. Lloyd, Milton-Freewater, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:

Industrial gases, welding equipment and supplies, at the request of J. Arlie Bryant, sub-contractor to R.E. Hall Construction Co. between July 1, 1961 and October 25, 1961, in the sum of $1,170.69, together with interest thereon at the rate of 6% per annum from November 25, 1961 until paid, against the bond taken from R.E. Hall, an individual dba R.E. Hall Construction Co.Inc. as principal and St. Paul Fire and Marine Insurance Co., a corporation organized under the laws of the State of Minnesota and authorized to do business in Oregon, a Bonding Company, as Surety, for the work of grading and oiling Bally Mountain Road, Meadow Creek Section on the Ukiah-Hilgard Secondary Highway in Union County. Contract # 5894.

This Notice is given pursuant to ORS Chapter 279.

DATED this 27th day of Feb, 1962.

INDUSTRIAL AIR PRODUCTS CO.
By Gilbert Schnitzer
Gilbert Schnitzer, President

3200 N.W. Yeon Avenue
Portland 10, Oregon

RECEIVED
FEB 27 1962
FOR FILING

5494

February 26, 1962

St. Paul Fire and Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Mr. Alfred Spalding
Assistant Superintendent
Bond Department

Gentlemen:

Re: Contract No. 5894 - Grading and oiling
Bally Mt. Road-Meadow Creek Section
Ukiah-Hilgard Highway, Union County
R. E. Hall Construction Co., Contractor

This is to acknowledge receipt of your letter of February 23, 1962, giving your consent as surety to payment of all money due or to become due under the subject contract to Clarence Braden.

The Assignment of Claim, dated January 8, 1962, which we have been holding, is being forwarded today to our Auditor, and future payments will be made in accordance with the terms of the assignment.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc R. E. Hall Construction Co.
1720 S. W. Goodwin Place
Pendleton, Oregon

Mr. C. H. Maison
Mr. Frank C. McKinney - Attached are copies of the Assignment of Claim and a copy of the surety's letter. Frank McKinney has approved the Assignment.

CWH:fp

NOTED ON CARD

The St. Paul Western Insurance Companies
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

Feb. 23, 1962

The State of Oregon
State Highway Department
Salem, Oregon

Attn: Floyd Query, Secretary

Bond: 404FG4477C
Principal: R. E. Hall Construction Company
Obligee: State of Oregon

Dear Sir:

The language about which you inquire in your letter of February 16 was taken from the Assignment of Claim.

This Company consents to the Assignment of Claim executed by R. E. Hall Construction Company on January 8, 1962, in favor of Clarence Braden and concerning money due or become due under Contract 5894 with the Oregon State Highway Commission for grading and oiling the Ukiah-Hilgard Highway, Balley Mountain Road - Meadow Creek Section.

Yours truly,

Alfred Spalding, Asst. Supt.
Bond Department

emt

RECEIVED
FEB 2[illegible] 1962
OREGON
STATE HIGHWAY COMMISSION

ok by Frank McKinney
2-26-62

Western Life Insurance Company —— A St. Paul Fire and Marine Insurance Company Affiliate

Form A-204—1M—6-60

STA OF OREGON—HIGHWAY DEPART NT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Thirty Two Thousand Four Hundred Thirty Dollars ($32,430.00) Dollars, to Me paid, I hereby sell, assign and transfer the within claim for All money due or to become due or proceeds from contract no. 5894 with the Oregon State Highway Commission for Grading and Oiling the Ukiah- Hilgard ~~Section~~ Highway Bally Mountain Road- Meadow Creek Section

to Clarence Braden 22 W. Alder Walla Walla, Wash. and authorize and empower said Clarence Braden to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 8th day of January, 1962

Executed in the presence of us as witnesses:

R. E. Hall Constructin Company

By: C E Hall

It's Attorney In Fact

State Printing 28650

February 16, 1962

St. Paul Fire & Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Mr. Alfred Spalding
Assistant Superintendent
Bond Department

Gentlemen:

Contract No. 5894 - grading and oiling
Bally Mt. Road-Meadow Creek Section
Ukiah-Hilgard Highway, Union County
R. E. Hall Construction Co., contractor

Thank you for your letter of February 14 consenting to the assignment of all money due or to become due in connection with the subject contract to Clarence Braden.

We would appreciate clarification of your letter with respect to the following language contained in it:

> "... under the terms of which Clarence Braden is empowered to receive any warrant which may be drawn on the Treasurer of the State of Oregon for the various counties within the State of Oregon and to endorse said warrant for payment by said Treasurer, ..."

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: R. E. Hall Construction Co.
1720 S. W. Goodwin Place
Pendleton, Oregon

C. H. Maison
Frank McKinney

NOTED ON CARD
dc

The St. Paul Western Insurance Companies
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

State of Oregon
State Highway Department
Salem, Oregon

Bond No: 404 FG 4477 C
Principal: R. E. Hall Construction Co.
Obligee: State of Oregon

Gentlemen:

This Company, as Surety under Contract No. 5894, has received a copy of an assignment of claim executed by C. E. Hall, Attorney in Fact for R. E. Hall Construction Company, under the terms of which Clarence Braden is empowered to receive any warrant which may be drawn on the Treasurer of the State of Oregon for the various counties within the State of Oregon and to endorse said warrant for payment by said Treasurer, all in connection with money due or to become due under Contract No. 5894.

or

This Company consents to said assignment.

Yours very truly,

Alfred Spalding
Assistant Superintendent
Bond Department

hw

February 14, 1962 ✓

RECEIVED
FEB 16 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 16 1962
FOR FILING

5894

February 16, 1962

Shell Oil Company
Northwest Division
1219 Westlake Avenue North
Seattle 11, Wn.

Attention: Mr. C. F. Barnes
Credit Department

Gentlemen:

This is in reply to your letter of February 13 in regard to the status of State Highway Contract No. 5894 with R. E. Hall Construction Co.

Our Construction Engineer has informed us that this contract is shut down for the winter. However, the job was approximately 63 percent complete as of February 9. The estimated completion date is July 1, 1962.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

(080) 209 809 102

SHELL OIL COMPANY
NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE 11, WASHINGTON

February 13, 1962

Subject: R. E. Hall Construction Co., Principal
J. Arlie Bryant, Sub
O.S.H.C. 5894

Approx - 63% complete
as of 2/9/62 (Down for winter)
Est - compl - date 7-1-62
- Ed Pease -

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

On December 13, and on January 22, we wrote your office requesting information regarding contract 5894 which was scheduled for completion 85 working days from April 24, 1961. We seem unable to find a reply to our letters and shall therefore appreciate it if you will tell us whether or not this contract has been completed, the date, if so, and date accepted. If the contract has not been completed, then please tell us the approximate percentage of work remaining to be done.

For your convenience in forwarding this information, a Business Reply Envelope is enclosed.

Yours very truly,

C. F. Barnes

C. F. Barnes
Credit Department

CFB:mec

Enc.

Cle, please reply
7E

RECEIVED
FEB 14 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
8 5 1962
FOR FILING

5894

February 5, 1962

R. E. Hall Construction Company
1720 S. W. Goodwin Place
Pendleton, Oregon

Gentlemen:

We have received a letter from Clarence Braden, dated Jan. 30, and enclosed was your assignment of claim to Clarence Braden, dated January 8, 1962, in connection with your Contract No. 5984. We acknowledge the St. Paul Fire and Marine Insurance Company letter, dated Jan. 22, 1962, which was attached pertaining to the same assignment.

Our action concerning this assignment would be the same as outlined in our letter to you of Feb. 1, regarding assignments of your Contracts 5840 and 6010. We believe that before we can honor your assignment of claim under ORS 366.420 we should have a letter from your surety stating that they have no objection to our paying to Clarence Braden all money due or to become due from Contract No. 5894.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
St. Paul Fire & Marine Insurance Co.
1820 Eastlake Ave.
Seattle 2, Wn.

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Building, 220 Montgomery St.
San Francisco 6, California

Clarence Braden Construction Co.
22 West Alder St.
Walla Walla, Wn.

Mr. R. L. Porter
Mr. L. I. Lindas
Attn: Mr. Frank McKinney

NOTED ON CARD
dc

CWH:fp

Clarence Braden Construction Co.

Walla Walla, Washington
22 West Alder Street

January 30, 1962

Floyd Query, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Query:

Enclosed is Assignment of Claim covering contract no. 5894, Ukiah-Hilgard Highway, Bally Mountain Road - Meadow Creek Section.

Yours truly,

Clarence Braden

Clarence Braden

Encl.

RECEIVED
JAN 31 1962
OREGON
STATE HIGHWAY COMMISSION

THE ST. PAUL
INSURANCE COMPANIES
Serving you around the world...around the clock
SEATTLE OFFICE
1820 EASTLAKE AVENUE
SEATTLE 2, WASHINGTON
PHONE EAst 5-3961

January 22, 1962

State of Oregon
Highway Department
Salem, Oregon

Re: Bond No. 404-FG 4477 -
Your Contract No. 5894 -

R. E. HALL CONSTRUCTION CO.
1720 S.W. Goodwin Place
Pendleton, Oregon

Gentlemen:

Acknowledgment is made to Assignment of Claim to Clarence Braden, dated January 8th, 1962, in connection with the above numbered contract.

This acknowledgment is given with full reservation of our contractual rights and any and all rights we have in law or equity as surety.

Yours very truly,

ST. PAUL FIRE AND MARINE
INSURANCE COMPANY

by: Mary L. White
Mary D. White
Bond Department

mw
cc - R. E. Hall Const. Co.
cc - Clarence Braden
cc - Lloyd's
cc - San Francisco

RECEIVED
JAN 31 1962
OREGON
STATE HIGHWAY COMMISSION

THE ST. PAUL INSURANCE COMPANIES ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY • WESTERN LIFE INSURANCE COMPANY

RECEIVED
N 31 1962

FOR FILING

5494

January 30, 1962

Lohman & Robinson
Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Robert Lohman

Gentlemen:

This is in reply to your letter of January 19 concerning the filing of claims and your affidavit requesting certified copies of two contracts and their respective bonds.

As requested, we are attaching certified copies of the following contracts:

No. 5604, Keystone Construction Co., Inc., grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5894, R. E. Hall Construction Co., grading and oiling Bally Mt. Road-Meadow Creek Section on the Ukiah-Hilgard Secondary Highway in Union County.

A notice of claim may be filed at any time but not later than six months after acceptance of the contract. The "acceptance" referred to in the law pertains, as we understand it, to the acceptance of the contract by the State Highway Commission, not to the acceptance of the materials furnished by your client.

The R. E. Hall Construction Co. Contract No. 5894 was approximately 63 percent complete as of January 26. The estimated completion date is July 1, 1962.

The Keystone Construction Co., Inc., Contract No. 5604 was approximately 98 percent complete as of January 26, 1962. The estimated completion date is July 1, 1962.

Write to us, if you wish, sometime near the estimated completion date and we can advise you if the contracts have been accepted.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

RECEIVED
JAN 5 1962

FOR FILING

5894

January 4, 1962

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Building
200 Montgomery Street
San Francisco 6, California

Attention: Mr. J. M. Homer, Superintendent
Bond Claims Department

Gentlemen:

A claim letter, dated December 27, 1961, has been received from Industrial Air Products Co., Portland, advising that J. Arlie Bryant, subcontractor to R. E. Hall Construction Co., owes them $1,170.69.

This appears to be in connection with State Highway Contract No. 5894 with R. E. Hall Construction Co. for grading and oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Waldron's, Inc.
Milton-Freewater
Oregon
Attn: W. A. Lloyd, Resident Agent

NOTED ON CARD

R. E. Hall Construction Co.
1720 S. W. Goodwin Place
Pendleton, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

RECEIVED
JAN 5 1962

FOR FILING

5894

January 4, 1962

Industrial Air Products Co.
3200 N. W. Yeon Ave.
Portland 10, Oregon

Attention: Mr. W. M. Ellis
Office Manager

Gentlemen:

This is to acknowledge your letter of December 27 informing us that J. Arlie Bryant, subcontractor to R. E. Hall Construction Co., owes you $1,170.69 in connection with State Highway Contract No. 5894.

Our Construction Division informs us that this contract is approximately 63 percent complete as of December 29, 1961. The St. Paul Fire & Marine Insurance Company, through Waldron's, Inc., W. A. Lloyd, Resident Agent, Milton-Freewater, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED ON CARD

CWH:fp

PORTLAND AND MED D, OREGON
SEATTLE – YAKIMA – SPOKANE AND ENNEWICK, WASHINGTON
BOISE, IDAHO – ANCHORAGE AND FAIRBANKS, ALASKA

INDUSTRIAL AIR PRODUCTS CO.

HOME OFFICE
3200 N. W. YEON AVE.
PHONE CAPITOL 2-9231
PORTLAND 10, OREGON

December 27, 1961

CABLE ADDRESS: INDAIR

Oregon State Highway Dept.
Salem,
Oregon

Subject: Road Contract No. 5894 - R. E. Hall, Pendleton, Oregon

We have a bill on our books against J. Arlie Bryant, who is a subcontractor under Mr. R. E. Hall of Pendleton, Oregon on the above contract number covering the job.

The total amount of our bill against J. Arlie Bryant is $1,170.69 and naturally we are anxious to have some protection on this account as he does not seem to be in a position to make payment now.

Will you please tell us what we have to do to have this assurance.

INDUSTRIAL AIR PRODUCTS CO.

W M Ellis

W. M. Ellis, Office Manager

WME/ep

Cec please reply [illegible]

NOTED
FLOYD QUERY

Approx - 63% complete
as of 12/29/61

RECEIVED
DEC 28 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 15 1961
FOR FILING

5894

September 15, 1961

R. E. Hall Const. Co.,
1720 SW Goodwin Place
Pendleton
Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 15, 1961, had under discussion your request for an increase of 30 additional workdays from 85 days to 115 days within which to complete your contract #5894, without the assessment of liquidated damages, for grading-oiling on the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work was not warranted, and therefore denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: A. F. Parson
Roy Spivey
Tom Edwards
Bureau of Public Roads
E. L. Porter
C. H. Maison

RECEIVED
SEP 11 1961
FOR FILING

5874

September 11, 1961

Oregon State Highway Commission

Request for Extension of Time
No. 4
September 15, 1961 meeting

Gentlemen:

The contractor on the Kelly Mountain Road-Meadow Creek Section of the Ukiah-Hilgard Highway, Contract No. 5874, has requested a 30-day increase in workdays without the assessment of liquidated damages. The contractor on this project is the R. E. Hall Construction Company.

The contractor lists as a reason to support his request the fact that he was delayed on another State Highway Department project which, in turn, delayed him from completing this project in the time allotted.

This is not a bona fide reason for authorizing an increase in the workday count allotted to a project. The special provisions form specifically states that shortages of labor or equipment shall not be used as the basis for extensions of time.

It is therefore recommended that no increase be granted. We have asked the Bureau of Public Roads for its concurrence in this denial.

This matter will be on the agenda for your consideration for the September 15 meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

Encl.

cc Mr. Tom Edwards

FBK:fp fn

RECEIVED
AUG 8 1961
FOR FILING

F H P-52-1(1)

5894

August 8, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8 a.m., August 4, 1961, approval was granted for the installation of 35-mile-per-hour construction speed signs on the Ukiah-Hilgard Highway on the Kelly Mountain Road-Meadow Creek contract project.

Your concurrence is recommended in the establishment of a 35-mile-per-hour construction speed zone on the Ukiah-Hilgard Highway, No. 341, between M.P. 27.17 and M.P. 36.25, in Union County.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:dh me

cc G. S. Paxson
F. B. Crandall

RECEIVED
JUN 30 1961
FOR FILING

5894

June 30, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 14, 1961, on Contract No. 5894, Bally Mountain Rd.-Meadow Creek Section, in Union County, in connection with Federal Aid Project No. FHP 52-1(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JOA:lt

RECEIVED
MAY 17 1961

FOR FILING

FHP 52-1(1)

5894

May 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith Forest Highway Project Agreement for Project 52-1(1), Ukiah-Hilgard Highway which has been signed by the Deputy State Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

Encl.

RECEIVED
MAY 10 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

FHP-52-1(1)
5894

May 9, 1961

R. E. Hall Construction Co.,
1720 SW Goodwin Place
Pendleton
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5894, awarded April 14, 1961, for grading-oiling the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Secondary Highway in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 9 1961
FOR FILING

FHP 52-1(1)

5494

May 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the reimbursable percentage of flagging costs on the Belly Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Highway in Union County, Contract No. 5894, in connection with Federal Aid Project No. FHP-52-1(1).

Please note that the estimated amount of flagging chargeable to Project FHP-52-1(1) is $200.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
MAY 5 1961

FOR FILING
FHP-52-1(1)

4194

May 5, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your information and files are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Bally Mt. Road-Meadow Creek Section of the Ukiah-Hilgard Highway in Union County, Contract No. 5894, in connection with Federal Aid Project No. FHP 52-1(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

Monthly Transaction No. 5-98

Cont 745

FORM PR-2FH
(1-21-58)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FOREST HIGHWAY PROJECT AGREEMENT

State Cont. #5894 Prefix 131-1053

STATE Oregon

COUNTY Union

PROJECT NO. 52-1(1)
Ukiah-Hilgard Highway

This Agreement is entered into between the undersigned parties pursuant to the provisions of Section 23 of the Federal Highway Act approved November 9, 1921 (42 Stat. 212), as amended and supplemented, the Regulations issued thereunder jointly by the Secretary of Commerce and the Secretary of Agriculture, and in accordance with the terms of the Forest Highway Cooperative Agreement.

FOREST Umatilla

FOREST HIGHWAY ROUTE NO. 52

PROJECT TERMINI Project is coincident with easterly 2.8 miles of previously-constructed Project 52-A1,B1,C1 and terminates at the east boundary of Wallowa-Whitman National Forest southwest of Hilgard.

PROJECT LENGTH (Miles) 2.789

KIND OF WORK Grading and Oiling

AGENCY TO PERFORM WORK
☐ PUBLIC ROADS
☒ COOPERATOR

ESTIMATED COST OF PROJECT	FUNDS PROVIDED BY THIS AGREEMENT		
	COOPERATIVE 1/		FEDERAL 2/
	AMOUNT	BASIS OF PAYMENT	AMOUNT
$ 67,788.00	$ -	☐ ADVANCE ☒ REIMBURSEMENT ☐ OTHER	$ 67,788.00

1/ Entries may be omitted if cooperator performs work and assumes cost not covered by Federal funds.
2/ No entry to be made if work is to be performed by Public Roads.

SPECIAL PROVISIONS It has been determined to be in the public interest to contract Oregon Forest Highway Project 52-1(1) in conjunction with the adjacent State project under the supervision of the State. The State agrees to perform or cause to be performed the work provided for in the Forest Highway program approved February 13, 1961 on this 2.789-mile section of Forest Highway Route 52 in accordance with Policy and Procedure Memorandum 25-5.

Periodically, or upon completion of the work, the State will submit to Public Roads, by delivery to the Division Engineer at Salem, Oregon, a certified statement of costs incurred, such statements to be indicated as partial or final billings.

Public Roads agrees to reimburse the State for all eligible costs incurred under the terms of this agreement, provided the total cost to Public Roads shall not exceed $67,788.00.

This Agreement shall be effective as of the 14th day of April, 1961.

STATE OF OREGON, by and through its
State Highway Commission
(Name of Cooperator)

By
Title Deputy State Highway Engineer

By
Title

By
Title

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. J. Polk
Title Division Engineer

USCOMM-DC 40327

Oregon State Highway Department

Federal Aid
Project No. FHP-52-1(1)

BALLY MOUNTAIN ROAD-MEADOW CREEK SECTION OF THE UKIAH-HILGARD HIGHWAY IN UNION COUNTY

(Estimate based on low bid prices)

Salem, Oregon, April 26, 1961

Type Code 5231
Roadway (Sta. 916+00 to Sta. 1063+85)(Contract 5894)

General Excavation, Unclassified	5,000	cu. yds.	$ 0.40	$ 2,000.00
Special Borrow Excavation, Unclassified	6,500	cu. yds.	0.40	2,600.00
Truck Haul	8,400	yd. mi.	0.10	840.00
Coarse Crushed Material in Base	21,600	tons	1.40	30,240.00
Hauling and Placing Top Course Base Material	6,600	tons	1.00	6,600.00
Sprinkling	690	M-gals.	2.00	1,380.00
Preparation of Base	2.79	miles	200.00	558.00
Hauling and Placing Binder Course Material	330	cu. yds.	2.00	660.00
Hauling and Placing Aggregates	2,200	cu. yds.	2.00	4,400.00
MC-2 Asphalt	50	tons	50.00	2,500.00
120-150 Asphalt	156	tons	48.00	7,488.00
RS-1 Asphalt	45	tons	48.00	2,160.00
				$ 61,426.00
Flagging (57½% of Contractor's Cost)	All Required (25%)			200.00
	Subtotal			$ 61,626.00
	10% Engr. & Cont.			6,162.00
	Total			$ 67,788.00

Length of Project . . . . 2.789 Miles
Cost of Roadway Per Mile. $24,305.48

APPROVED
G. Polk, Division Engineer
Date MAY 2 1961

RECEIVED
APR 18 1961
FOR FILING
FHP 52-1(1)
5894

408 State Highway Building
Salem, Oregon

April 14, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

08-35.1
C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project FHP 52-1(1)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project FHP 52-1(1), Bally Mt. Road-Meadow Creek Section, Ukiah-Hilgard Highway, we hereby concur, as of this date, in award of Contract No., 5894 to R. E. Hall Construction Co., of Pendleton, Oregon, low bidder in the amount of $158,852.00 at the April 11, 1961 bid opening.

NOTED

Porter

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MAR 9 1961
FOR FILING

COMMISSIONERS
[illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

FH-52-1(1)

5894

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 7, 1961

NOTE.
W. C. WILLIAMS

Mr. George Forrest
Design Engineer
Bureau of Public Roads
Fifth and Reserve
Vancouver, Washington

Bally Mountain Road-
Meadow Creek Section
Ukiah-Hilgard Highway
Union County

Dear Sir:

As per your request, enclosed is the estimate on the above-mentioned section from Stations 916+00 to Equation 1063+85 Back equals 248+99.35 Ahead.

Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL SIGNED BY
TOM EDWARDS

Tom Edwards
Construction Engineer

Attach.

BG:jw

cc W. C. Williams
J. E. Morelock

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

BALLY MOUNTAIN ROAD-MEADOW CREEK SECTION
UKIAH-HILGARD HIGHWAY
UNION COUNTY

ESTIMATE

Station 916+00 to Station 1063+85 Back = Station 248+99.35 Ahead

Item	Quantity		Unit Price	Amount
General Excavation, Unclassified	5,000	Cu. Yds.	$ 1.25	$ 6,250.00
Special Borrow Excavation, Unclass.	6,500	Cu. Yds.	0.75	4,875.00
Truck Haul on Special Borrow	6,700	Yd. Miles	0.20	1,340.00
2"-0 Material in Base	21,600	Tons	1.40	30,240.00
Hauling and Placing Top Course Base Material	6,600	Tons	1.05	6,930.00
Sprinkling	690	M-gals.	3.00	2,070.00
Preparation of Base	2.79	Miles	250.00	697.50
Hauling and Placing Binder Course Material	330	Cu. Yds.	2.50	825.00
Hauling and Placing Aggregates	2,200	Cu. Yds.	2.50	5,500.00
MC-2 Asphalt	50	Tons	54.00	2,700.00
120-150 Asphalt	156	Tons	52.00	8,112.00
RS-1 Asphalt	45	Tons	54.00	2,430.00
				$71,969.50
Anticipated Items:				
Flagging				200.00
				$72,169.50
Engineering and Contingencies - 12½%				9,021.19
				$81,190.69

35-8307 Forest Boundary-John Day River Rock
Production Project on the Ochoco Hwy.
#5895 W. of Mitchell. 1961

RECEIVED
APR 27 1965
[illegible]

CON LAG 256 4-26-65 156.P

MORGAN

THIS IS TO ADVISE THAT WE ARE DILIGENTLY PURSUING THE FOREST BOUNDARY JOHN DAY HWY SURFACING PROJECT AS RECENTLY REQUESTED BY EXXX MESSRS COOPER AND EDWARDS. WE HAVE OBTAINED INFORMATION ON SOURCES, FIVE OF THEM IN FACT, FORXXX HAVE SAMPLED THE EXISTING SURFACING LOCATED THE SOFT SPOTS AND HAVE SENT SAMPLES OF THE MATERIALS IN PROSPECTIVE SOURCES TO THE LAB FOR REPORT, SEE SAMPLE DATA SHEETS NUMBERED A19568-72 INCLUSIVE. TODAY WE ARE WRITING SPECIFICATIONS. THESE WILL NOT BE SUBMITTED HOWEVER UNTIL WE DETERMINE THE SUITABILITY OF THE VARIOUS SOURCES AND AS PER MR EDWARDS WISHES WILL PICK A SOFTER BUT PASSABLE ROCK SOURCE. SPECIFICATIONS WILL IXXX BE IN MAIL TOMORROW OR NEXT DAY. WE REQUESTED ON APR 23 TT REPORT ON THE ABOVE MENTIONED SAMPLES.

Lab received samples 11 A.M. 4-26
They will answer Div. I as soon
as tests are complete
by 4-27-65 (probably)

CANNON
DJ
$,.

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[illegible] 6 1961
FOR FILING

November 15, 1961

FINAL COST ANALYSIS

Forest Boundary-John Day River
Contract No. 5895

Contractor: C.C. Meisel
Hired Contractor: Arthur Simonsen
Resident Engineer: Ernest Scrivner

Ochoco Highway
Wheeler & Grant Counties

5895

	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Mat'l in S.P.	4,088.50	Cu.Yd.	2.35	2.10	8,574.51	9,607.98
1/2"-1/4" Mat'l in S.P.	4,155.15	Cu.Yd.	2.35	2.10	8,714.30	9,764.60
1/4"-#10 Mat'l in S.P.	1,891.21	Cu.Yd.	2.50	2.10	3,966.30	4,728.03
1/4"-0 Mat'l in S.P.	1,208.31	Cu.Yd.	2.50	2.10	2,534.10	3,020.78
EW1					83.75	96.31
					$23,872.96	$27,217.70

Arthur Simonsen & Co.	Gross Revenue	$ 27,217.70
	Total Cost	23,872.96
	Net Profit	$ 3,344.74

NOTED
State Highway Engineer

Net Profit equals 12.29% of Gross Revenue

DETAIL OF COST - Contract No. 5895

Labor:		
Labor (All)	$ 8,045.73	
Labor Insurance	1,959.99	
Labor Pension	223.30	$ 10,229.02
Equipment Rental and Miscellaneous Expense:		
Equipment Rental (Owned)	7,779.86	
Gas and Oil	1,742.27	
Bond and P.L.-P.D. Insurance	574.08	
Explosives	749.68	
P.U.C. License	67.50	
Home Office and General Overhead	544.34	
Small Tools and Miscellaneous Supplies	986.21	12,443.94
Hired Contractor:		
Draper Company	1,200.00	1,200.00
	TOTAL COST	$ 23,872.96

CRUSHING BREAKDOWN - Contract No. 5895

	Unit	Quantity	Cost	Unit Cost
Move In and Set Up	Cu. Yd.	11, 343. 17	3, 079. 16	0. 2715
Leveling Pile Site	Cu. Yd.	11, 343. 17	83. 75	0. 0074
Drill and Shoot Quarry	Cu. Yd.	11, 343. 17	1, 930. 58	0. 1702
Feed Crusher	Cu. Yd.	11, 343. 17	3, 773. 86	0. 3327
Crushing	Cu. Yd.	11, 343. 17	12, 076. 45	1. 0646
Stockpiling	Cu. Yd.	11, 343. 17	2, 929. 16	0. 2582
TOTAL	Cu. Yd.	11, 343. 17	23, 872. 96	2. 1046

Remarks - Contract No. 5895

This was a "State Project" for the production of crushed rock in stockpiles for maintenance operations in Wheeler and Grant Counties.

The westerly end of the project was approximately 12.8 miles westerly of the west city limits of the city of Mitchell and extended easterly 45.36 miles to the junction of the Ochoco Highway with the John Day Highway.

Bids were received April 11, 1961; the contract awarded April 14, 1961. The first equipment was moved in June 5, 1961, the plant was set up and began production June 19, 1961 completing the project July 15, 1961.

Management on the project was good resutling in a profit of 12.29% of the gross revenue.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
AUG 11 1961
FOR FILING

5895

August 10, 1961

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5895 for the Forest Boundary-John Day River Rock Production Project on the Ochoco Highway in Wheeler-Grant Counties was completed by the contractor, C. C. Meisel, on July 17, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of $813.64 will be released to the contractor on or after August 17, 1961. The total contract amount is $27,217.70, of which amount $96.31 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Oregon Bank Bldg.,
Portland 4, Oregon

cc: Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 28, 1961

Section Forest Boundary-John Day River

Kind of work Rock Production

Highway Ochoco County Wheeler & Grant

Section prefix 35-8307

Contractor C. C. Meisel

Contract number 5895

Date of contract April 14, 1961

Specified work days 85

Date work started June 14, 1961

Work days used 23

Project authorization $29,728.13

Exclusive of engineering $27,614.13

Per cent of time elapsed 27 %

Estimated cost of completed project, exclusive of engineering $27,258.69

Estimated per cent overrun or underrun Underrun 1.3 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,114.00

Engineering cost to date $1000, 47.3 %

Date project was completed July 17, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate completed and submitted to Division Office this week.

- FINAL REPORT -

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 31 1961
NOTED

Noted
M. N. Jave

Signed

Address P.O. Box 182, Prineville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			11,000 CY		
Total quantities corrected to date			11,343 CY		
Estimated quantities moved or placed to date			11,343 CY		
Average daily quantities			Completed		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair&Warm		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

FORM E-123

M[illegible] K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
W[illegible]
GLENN [illegible] JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
MAY 9 1961
FOR FILING

35-8307
5995

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 8, 1961

Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5895, awarded April 14, 1961, for the Forest Boundary-John Day River Rock Production Project on the Ochoco Highway in Wheeler-Grant Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

U-133(15) Fourth St.-Boundary St. (Newport)
Grading, paving & rock production
#5896 project. 1961

Ch. A 2359

RECEIVED
MAR 2 1962
FOR FILING

6496

February 27, 1962

Oregon State Highway Commission

Gentlemen:

The State Highway Commission contracted the Fourth Street-Boundary Street Section of the Oregon Coast Highway in Newport under Contract No. 6496. This was a street-widening project, which was financed on the standard 75 per cent State and 25 per cent City participation.

The City has made an assessment against the abutting property to produce the necessary revenue to cover its cost. As a part of the State's right-of-way acquisition, Lot 5 of Block 15 was acquired in its entirety. The part not needed for right of way will be sold as excess property when a favorable bid is received; however, by reason of owning an entire lot, the State has assessed an assessment of $202.61 as its proportionate share of the cost of the widening. The value of the lot has been increased by this widening and construction of curbs, and I would, therefore, recommend that the Commission approve payment of this assessment.

This matter will be on the agenda for the March 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. L. I. Lindas
Mr. I. A. De France
Mr. J. D. Walker

TE:jw:er

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NOV 10 1961
FOR FILING

5896

THE STATE FIRE MARSHAL DEPARTMENT
SALEM 10, OREGON

DUPLICATE

November 7, 1961

NOTIFICATION TO REMOVE OR REMEDY FIRE HAZARDS AND IMPROVE FIRE SAFETY

To: Mr. H. L. Hull
101 Coast Highway and Cook St.
Newport, Oregon

Inspection Date: September 21, 1961 -jwg
Occupancy: Tidewater Associated Oil Co.
Bulk Plant
101 Coast Highway and Cook St.
Newport, Oregon

REGISTERED MAIL

Pursuant to the provisions of Chapters 476, 479 and 480, ORS, an inspection was made of the above described building or premises on the above recorded date and the following orders are served:

10 24.61

1. Enclose bulk tank storage area within a fence.
2. Effect a general clean up around warehouse, pump house, and fill stand.
3. Repair leaking valves on fill stand loading lines.
4. Replace dilapidated delivery hoses on fill stand.
5. Replace missing static lines and clamp on fill stand.
6. Relocate unloading facilities in order to avoid parking of transports on parking strip or sidewalk during unloading operations.

COMPLIANCE DATE - DECEMBER 7, 1961

cc State Highway Dept.
cc Tidewater Oil Co.
cc Don Caleen, Fire Chief -2
cc Deputy

aa

Steve

RECEIVED
1961
OFFICE OF
STATE HIGHWAY ENGINEER

Eldon Wrinkley
Chief Deputy

Form 514A—10M—7-61
State Printing 37904

NOTED
P. M. STEPHENSON

RECEIVED
25 1961

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5896

Maint
Traffic
Parking

October 24, 1961

Mr. J. W. Gault
Deputy State Fire Marshall
Room 111
Labor and Industries Building
Salem, Oregon

[illegible] US 101) at Cook St.

Re: Property of H. L. Hull -
U. S. 101 - City of Newport

Dear Mr. Gault:

Your letter of October 2nd, directed to Mr. Williams relative to the parking of large over-the-road tankers in front of the property of the above party has been referred to me for answer.

The facts as I understand them are that these over-the-road tankers park within the curb lines of the highway for the purpose of unloading their tanks and you feel that this is a hazard.

It is the opinion of the undersigned that if such a hazard exists it could be very readily corrected by the City Council of Newport passing an ordinance restricting parking in this area.

With respect to the claim of Mr. Hull for the right to unload within the highway right of way, you are informed that this would be subject to the action of the City in passing a city ordinance regulating traffic. It should also be noted, however, that in order to provide for safe parking at this area, the Highway Department constructed a roadway outside of the curb line for Mr. Hull's use and the safe parking of his tankers. If he does not see fit to avail himself of this facility, it would seem to me that the

NOTED
F. M. STEPHENSON

solution to this problem would then be for the City to pass an ordinance restricting parking, which should take care of the matter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:dc
cc: P. M. Stephenson
F. B. Crandall

RECEIVED
OCT 25 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
October 5, 1961

SUBJECT: Traffic Conditions
Associated Bulk Storage Plant
Cape Street (US101) at Cook Street
Newport
US101 - Hwy. No. 9 - M.P. 139.83

To: P. M. Stephenson
Assistant State Hwy. Engineer
BUILDING

I hand you herewith, Mr. Conklin's memorandum report on the above subject. I understand that you have a letter on this from the Fire Marshall, and this should be of assistance to you in preparing your reply.

Unloading from the highway is quite dangerous, and in our opinion traffic-wise it should be stopped. The manner in which it is to be stopped should be determined by someone other than us, whether the Fire Marshall does it, whether our Legal Division advises the Highway Department how to accomplish it, I do not know, but traffic-wise we have a potentially dangerous situation on our hands. From this standpoint I feel that the Highway Department should assist in any way it can to cause this situation to be stopped.

FB Crandall
F. B. Crandall
Traffic Engineer

JAH/tln
Attachment
cc: J. D. Walker

RECEIVED
OCT 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 30X--50M--6-61--36682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1961

SUBJECT: Traffic Conditions
Associated Bulk Storage Plant
Cape Street (US101) at Cook Street
Newport
US101 - Hwy. No. 9 - M.P. 139.83

To:

V. P. Johnson
Traffic Control Engineer
OFFICE

On September 25, 1961, Mr. Gilson from the State Fire Marshalls telephoned me regarding a fire hazard caused by gasoline tanker trucks unloading fuel from the highway at the Associated Bulk Storage Plant on the Oregon Coast Highway in Newport. Inasmuch as I was planning on making a trip the following day with Mr. Walker and Mr. Wimer to Newport, I informed him that I would check into this matter.

The Oregon Coast Highway at this location was just recently widened to a width of 64 feet between curbs and accomodates four lanes of traffic with parellel parking on each side. There is a 45 MPH speed zone on the Oregon Coast Highway at the subject location. The Associated Bulk Storage Plant is located in the northwest quadrant of the intersection of the Oregon Coast Highway and Cook Street. The 1960 average daily traffic on the highway at this location was 5,800 vehicles.

The unloading platform for this Associated Bulk Storage Plant is located 12 feet from the curb parellel to the highway. There are curb cuts north and south of this unloading dock. Large truck-trailer tankers unload fuel at this Bulk Storage Plant every day. According to Mr. Hull, proprietor of the Associated Bulk Storage Plant, it is extremely difficult to unload this fuel if the tanker trucks pull into the access and it is much more convenient if they unload the fuel while parked on the highway next to the curb. For this reason, all the unloading of these large tanker trucks has been done from the highway.

According to Right of Way File No. 4438 dated July 8, 1937, there is a clause which states, "It is further understood that the grantor has a right to load and unload supplies from the highway to the warehouse which is located approximately four feet west of the right of way line." This clause was inserted in the right of way option back in 1937 when the Highway Department bought ten feet of additional right of way from Mr. Hull. There had been no difficulty concerning the loading and unloading of fuel until recently when the highway was widened to four lanes.

NOTED
J. AL HEAD

On October 3, Mr. Walt Wright, Mr. Walker, and I discussed this matter in further detail. Mr.Wright and Mr. Walker feel that the above quoted clause grants Mr. Hull the right to unload supplies into the warehouse only and does not give him the right to unload fuel from the highway which is currently taking place. I wish I was as sure about this matter as they are. It is my personal opinion that if this matter ever went to a jury trial, the jury would feel that we granted Mr. Hull the right to unload fuel from the highway. Particularily in the view point that we made no mention of the fact in the right of way option that he cannot unload fuel,

The present practice of unloading fuel from the highway definitely creates a hazard in my opinion because what would normally be a minor rear-end collision involving a gasoline truck unloading fuel could cause a spark that could cause a tremendous explosion. Things definitely would be much safer if the trucks would unload away from the highway.

Mr. Hull has submitted an estimate for remodeling his Bulk Storage Plant which places the unloading dock on the southside of his plant away from the highway. The cost estimate, as submitted by Mr. Hull, is roughly $9,500. Mr. Hull feels that the Highway Department should be obligated to pay a substantial part or all of the cost for this remodeling.

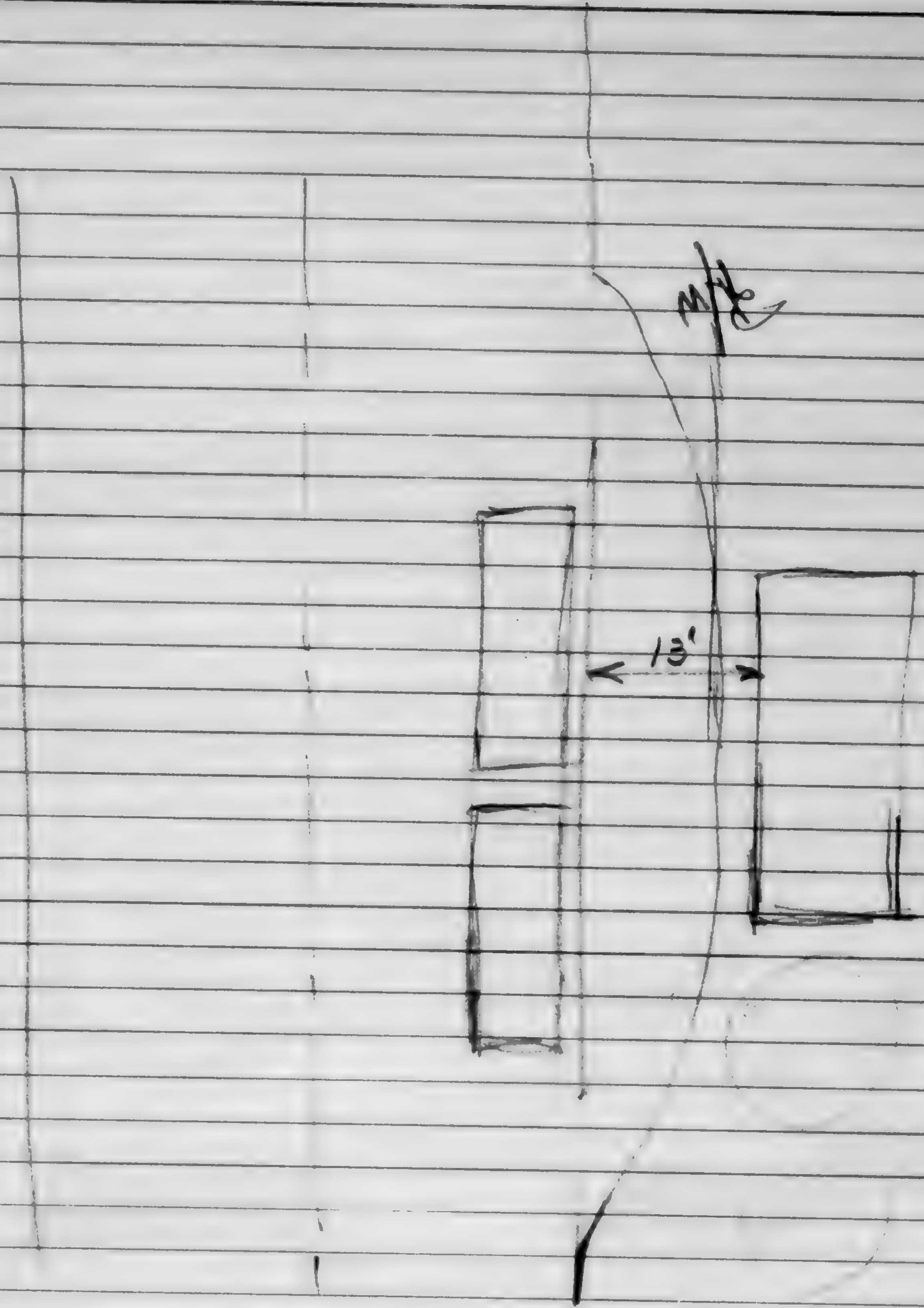
In May, 1961, negotiations were started towards the elimination of this clause from Mr. Hull's right of way option which permits him to load and unload supplies from the highway. At the request of Mr. Walker's office, however, these negotiations were cancelled.

Mr. Walker recommends that the Highway Department recommend to the city that parking be prohibited along the west side of the Oregon Coast Highway in the vicinity of this Associated Bulk Storage Plant. He thinks that the city will concur with this parking prohibition which woild force Mr. Hull to unload fuel away from the highway. I do not concur with this recommendation unless it is definitely concluded that the clause in the right of way option does not permit Mr. Hull to unload fuel from the highway. In my opinion the Highway Department has a moral and probably legal obligation to make restitution to Mr. Hull to provide a more adequate and safer facility for unloading fuel.

Robert D. Conklin
tm

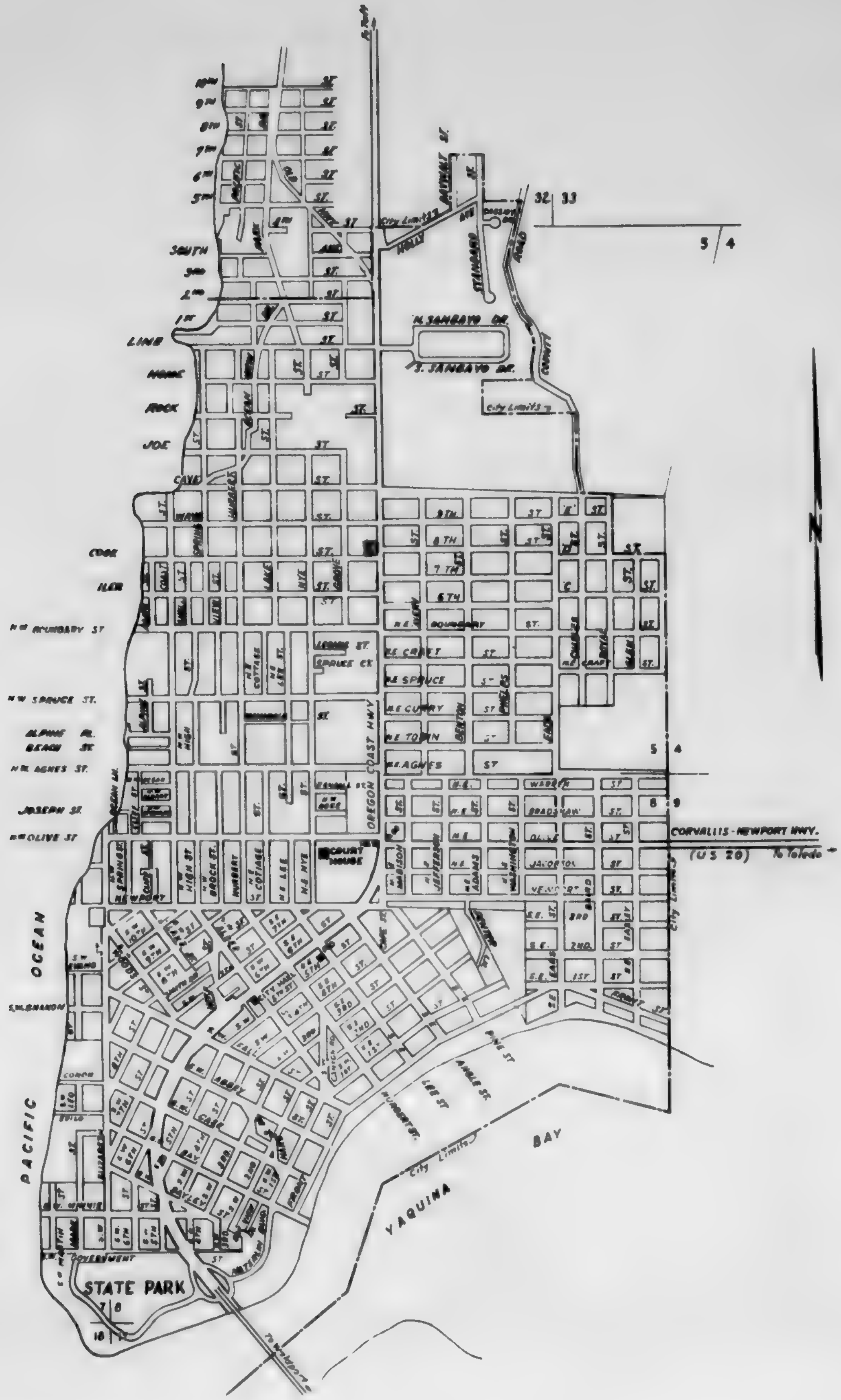
Robert D. Conklin
Traffic Investigation Engineer

RDC:tm
Attachments



Steve:
Call me when you finish looking at the Ohio pictures. I want to show them to the Bureau.

Mark.



■ Associated Bulk Storage Plant

NEWPORT

LINCOLN COUNTY

T. 11 S., R. 11 W., W.M.

Scale in Feet

0 800 1600

11-8-36

STATE OF OREGON
FIRE MARSHAL DEPARTMENT
ROOM 111, LABOR AND INDUSTRIES BUILDING
SALEM

October 2, 1961

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
STATE HIGHWAY BUILDING
Salem, Oregon

Dear Mr. Williams:

Acting upon a request from the city officials of the City of Newport, this office recently investigated a situation that has developed on Highway 101 since its recent enlargement to a four-lane highway in the North Newport area.

The problem involves the Associated Bulk Plant located on the west side of Highway 101, at the intersection of Cook Street. The recent widening in the area has resulted in the installation of a curb and two driveways intersecting the curb into the narrow (13') strip between the plant fence and loading platform and the new curb. Under the present conditions the parking strip between the curb and the traffic lanes is being utilized by the large over-the-road tankers for unloading petroleum products into the plant's bulk storage tanks.

We are of the opinion that this practice presents a definite hazard in view of the proximity to moving lines of traffic. We discussed the situation with the distributor, Mr. H. L. Hull, who owns the property and all its facilities. Mr. Hull informed us that at the time of the purchase of the right-of-way in July, 1937, he had retained the right of access over the right-of-way for loading and unloading purposes, and that he refuses to make any changes until some settlement relative to the stipulation is made with the Highway Department. We have verified, through members of your Right-of-Way Department, that such a concession was granted.

In view of the above, it would appear that in order to solve this problem it is going to require the combined efforts of both the State Highway Department and the State Fire Marshal Department, and may involve assistance from the city authorities. We would appreciate any suggestions you might make relative to initiating action to correct the situation.

Very truly yours,

V. DEAN MUSSER
State Fire Marshal

J. W. Gault
J. W. Gault
Deputy

RECEIVED
OCT 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

JWG:kk
cc Don Caleen, Fire Chief
cc Paul Hudson, Fire Commissioner

RECEIVED
OCT 6 1961
FOR FILING

5896

October 5, 1961

US Fidelity & Guaranty Co.,
201 Oregon Bank Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5896 for grading-paving-rock production on the 4th St.-Boundary St. Section (Newport) of the Oregon Coast Highway in Lincoln County was completed by the contractor, Road & Driveway Co., on July 14, 1961, but has not as yet been accepted by the Commission

Final payment in the amount of $3,153.91 will be released to the contractor after acceptance by the Commission. The total contract amount is $105,577.55, of which amount $444.82 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Road & Driveway Co.,
P. O. Box 128
Newport
Oregon

Form E-1—(Rev.)—

21-1060

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 1, 1961

Section 4th St. - Boundary St. (Newport)
Kind of work Grading, Paving, & Rock Production
Highway Oregon Coast County Lincoln
Section prefix 21-1060
Contractor Road & Driveway Co.
Contract number 5896
Date of contract April 14, 1961
Specified work days 50
Date work started Arpil 25, 1961
Work days used 47
Project authorization $105,041.35
Exclusive of engineering $96,010.85
Per cent of time elapsed 94%
Estimated cost of completed project, exclusive of engineering $81,213.81
Estimated per cent overrun or underrun -15.4%
Per cent of contract completed, based on estimated cost 100%
Engineering authorization $9,030.50
Engineering cost to date $9,807.44, 8.6%
Date project was completed July 14, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

One man in office checking final computations.

Semi-final Estimate and Cost Report with all Computations and field notes turned in to Salem office on Thursday of this week.

This will be the final weekly report on this project.

NOTED

SEP 5 1961
NOTED- ☐ yB 2 B

Signed

Address P.O. Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.71	0.71			0.71
Miles partially completed					
Miles completed	0.71	0.71			0.71
Total estimated quantities (contract)	2,640	3,620	8,000		5,300
Total quantities corrected to date	2,832.23	3,005	8,914.69		4,564.2557
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	"		
Wednesday	"		
Thursday	Showers		
Friday	"		
Saturday			

RECEIVED
JG 24 1961
FOR FILING

5496

August 23, 1961

Lander Business Service
1549 N. W. Jefferson Street
Roseburg, Oregon

Attention: Mr. Dale A. Lander

Gentlemen:

Under date of August 8, you wrote us in connection with your approach problem at the A & W Drive-In located in the Newport area.

The State Highway Commission, under authority granted by law, issues permits for construction of road approaches to State Highways. Such a permit was issued on February 20, 1961, to the A & W Root Beer Drive-In over the signature of Ernest D. Reinhardt, who reportedly was a partner at that time. This permit was for dual approaches, but with the northerly one slightly southerly of the present location, as Mr. Reinhardt indicated to our District Maintenance Superintendent that he did not want to go to the expense of constructing a manhole as would have been required for an approach in the present location.

The contract for widening the pertinent section of highway was awarded on April 14, 1961. During the course of this widening project, it became necessary to construct a manhole at the end of our cross culvert. This is the manhole referred to in your letter.

Under date of June 2, 1961, Mr. Reinhardt obtained another permit to relocate the northerly approach to its present location. This permit specifically required that all work other than the expense of making the curb openings was to be borne by Mr. Reinhardt. The permit did not itemize the things to be done by Mr. Reinhardt, such as completing the fill, the surfacing, and other items, but it did specifically limit the sole responsibility of the State to making the curb openings.

In view of these facts, it appears that the cost of filling in around the manhole was one which should legitimately be borne by the property holder, and we must, therefore, deny the claim which you present.

Very truly yours,

W. C. Williams
State Highway Engineer

(Construction) me
cc Forrest Cooper
Tom Edwards
J. D. Walker

FORM E-30 50M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
AUG 21 1961
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Salem, Oregon
August 18, 1961

SUBJECT: Assignment No. 555-Y

To: Mr. Tom Edwards
Construction Engineer
Department

Attention: Mr. L. H. Young

Attached is a sketch marked to show the two approaches to the A & W Root Beer Drive In located on the easterly side of the 4th Street-Boundary Street (Newport) Section of the Coast Highway and the relationship of the manhole which Mr. Dale A. Lander recently submitted a bill for filling around.

On February 20, 1961, we issued Road Approach Permit 11055 to the A & W Root Beer Drive In under the signature of Ernest D. Reinhardt, who reportedly was a partner at the time. This permit was for dual approaches but with the northerly one slightly southerly of the present location, as Mr. Reinhardt indicated to D.M.S. Howard Johnson he did not want to go to the expense of constructing a manhole as would have been required for an approach at the present location.

The contract on this section was awarded April 14, 1961, during the course of which it became necessary to construct the manhole at the end of our cross culvert instead of along the curb line as shown on the plans, due to the proximity of the sanitary sewer.

Mr. Reinhardt on June 2 obtained Road Approach Permit 11327 for relocation of the northerly approach to the present location. This permit specified the applicant bear all expense except for the curb openings, which were made under the contract. This permit failed to mention the need of fill but was very clear in specifying who was to bear the expense. A copy of this part of the permit is attached. Resident Engineer Pat Schwartz did discuss this construction with Reinhardt and made it very clear to him that fill around the manhole was not necessary insofar as the highway was concerned but that if he had material left over he would make the fill. Excess excavation was needed to eliminate standing water back of the curb in other areas and was not available for this fill and as the fill was required for an approach at the location of the applicant's choosing, this expense is by policy and permit their obligation and it is recommended the billing therefor be denied. Pictures are also attached.

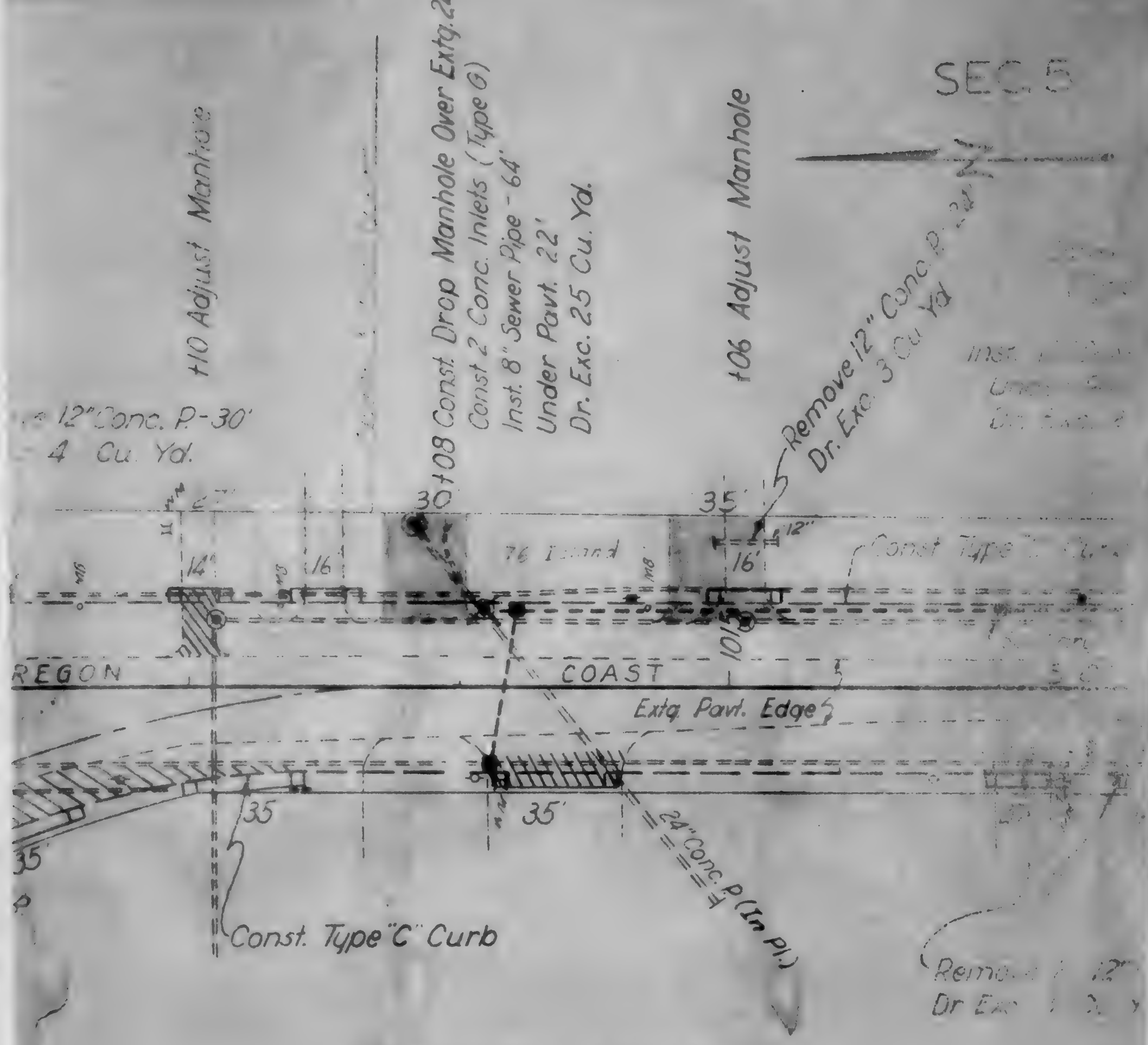
J. D. Walker
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM

POOR



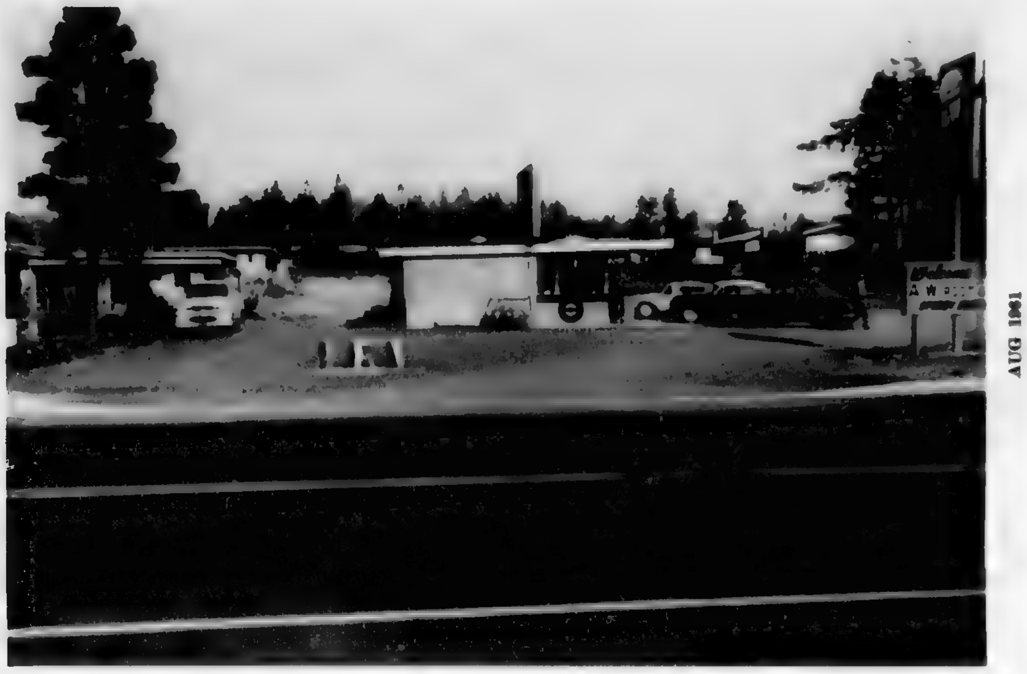
NEWPORT SECTION
OREGON COAST HWY.
LINCOLN CO. AUG., 1961

Const. 5 Street Connections
Const. 12 Type A-1 Driveways

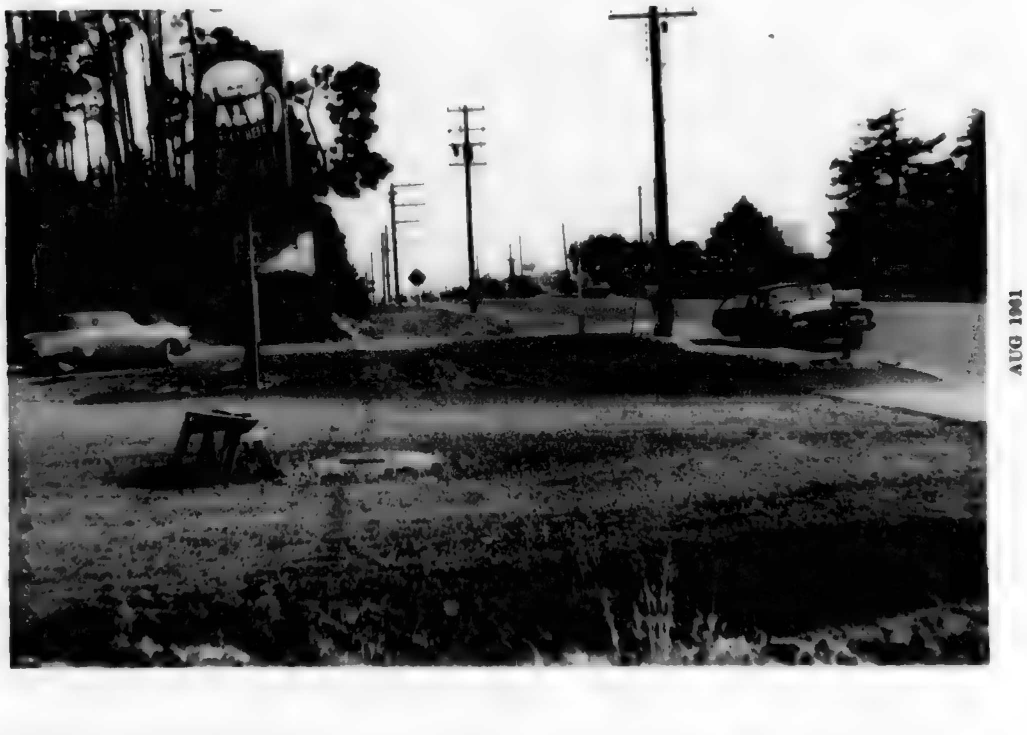
Sta. 1007+16.41 to Sta
Move & Reset 35 Mai

4th Street-Boundary Street (Newport) Section

A & W Root Beer Drive In Approaches



View of the northerly approach. Note that manhole is located just off center of this approach and filling around the manhole would be required for use of this approach.



Looking down along the right of way line.

LANDER BUSINESS SERVICE
ORchard 3-3049
1549 N. W. Jefferson Street
Roseburg, Oregon

August 8, 1961

CONSTRUCTION DIVISION
RECEIVED
AUG 10 1961
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CDE

Oregon State Highway Commission
Salem
Oregon

TO WHOM IT MAY CONCERN:

We are writing in regard to our A & W Drive-In located at 1850 North Coast Highway, Newport, Oregon.

The State Highway Commission has just completed a four-lane highway stretch directly in front of the drive-in. They installed a manhole between our property line and the blacktop of the highway. When this manhole was completed, they walked off the job telling our manager that it was up to us to fill in this huge hole. He protested to the foreman of your job, but was told that if we wanted the hole filled, it would be up to us.

This situation was a terrible hazard as several cars almost backed right into it. There are also children in this area and if one fell into the hole, he could easily be injured or killed. In order to keep a thing like this from happening, we went ahead and had the hole filled.

Now, since the hole is not even on our property but is on yours, we feel that we are well within our rights in insisting that you reimburse us for our expenses. Your foreman even went so far as to insist that 6" perforated sewer pipe be used (which we did). We have two bills for this project----one for $18.75 to Newport Concrete Products Co. for the pipe, and the other one for $362.90 to Newport Sand & Gravel Co., Inc. for fill, gravel, and cat work to fill the hole.

We will appreciate it if you will take care of these bills immediately. Checks to cover the expenses can be mailed either to the firms listed or to our office address above. Thank you for your prompt attention to this matter.

Sincerely,

Dale A. Lander

Dale A. Lander

DAL/11

RECEIVED
JUL 24 1961
FOR FILING

U-133(15)

5896

July 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 14, 1961, on Contract No. 5896, 4th Street-Boundary Street (Newport) Section, in Lincoln County, in connection with Federal Aid Project No. U-133(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:jb

cc: H. S. Cox

RECEIVED
JUN 6 1961

FOR FILING
U-133 (15)

5896

477 Cottage Street N.E.
Salem, Oregon

June 5, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project No. U-133(15), U.S. 101 Newport City Limits to Boundary Street

Your attention is directed to the State-City Agreement in connection with the subject project. In order to comply with IM-21-10-60, "Parking Regulations and Control of Traffic on Major Street Projects", dated May 23, 1960, a modification of the State-City Agreement will be necessary. The modification should be a formal agreement between the State and City setting forth the following:

(1) A description of the controls and regulations.

(2) The authority of the city to adopt and control such measures.

(3) The intent of the city to adopt and control said measures.

(4) A statement that future changes in the agreement or control measures require approval of the Division Engineer, Bureau of Public Roads.

Please submit the necessary modification to the State-City Agreement in triplicate to this office.

Any agreement between the State and a political sub-division executed in the future should incorporate the provisions of IM - 21-10-60 if applicable.

Porter

5-17-61

RECEIVED
MAY 18 1961

FOR FILING

Monthly Transaction No.	Form PR-2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. U-133(15)	**FEDERAL-AID PROJECT AGREEMENT**	County **Lincoln**
5896		Project No. **U-133(15)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 101 Newport City Limits to Boundary St.

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-20-61	0.7
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 99,210	Federal funds $ 62,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______

State Highway Engineer
(title)

By ______

______
(title)

By ______

______
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **May 17, 1961**

May 15, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the 4th Street-Boundary Street (Newport) Section, Project No. U-133(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:cr

May 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the 4th Street-Boundary Street (Newport) Section, Project No. U-133(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. U-133(15)

4TH STREET-BOUNDARY STREET (NEWPORT) SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid price)

Salem, Oregon, May 1, 1961

Type Code 6201
Roadway (Sta. 1007+16.41 to Sta. 1044+76)(Contract No. 5896)

Drainage Excavation, Unclassified	1,040	cu.yds.	$2.10	$ 2,184.00
General Excavation, Unclassified	2,640	cu.yds.	1.00	2,640.00
12-inch Concrete Pipe	36	lin.ft.	2.25	81.00
8-inch Sewer Pipe	780	lin.ft.	1.55	1,209.00
12-inch Sewer Pipe	2,440	lin.ft.	2.08	5,075.20
Extra for Pipe Under Pavement	380	lin.ft.	2.50	950.00
Concrete Manholes	6	only	300.00	1,800.00
Drop Manholes	1	only	400.00	400.00
Concrete Inlets, Type "G"	32	only	80.00	2,560.00
Concrete Curbs	190	cu.yds.	45.00	8,550.00
Adjustment of Manholes	10	only	35.00	350.00
Coarse Crushed Material in Base	2,120	cu.yds.	3.20	6,784.00
3/4" - 0 Material in Base	1,500	cu.yds.	3.20	4,800.00
Sprinkling	90	M-gal.	1.00	90.00
Preparation of Base	0.71	mile	3,500.00	2,485.00
3/4" - 0 Material in Binder Course	140	cu.yds.	3.20	448.00
RC-3 Asphalt	22	tons	65.00	1,430.00
Class "B" Asphaltic Concrete	5,300	tons	8.75	46,375.00
Extra for Paving Approaches	64	only	20.00	1,280.00
				$ 89,491.20

Flagging (57½% of Contractor's Costs)	All Required	$ 500.00
Signing (Temporary)	All Required	200.00
	Subtotal	$ 90,191.20
	10% Engr. & Cont.	9,018.80
	Total	$ 99,210.00

Length of Roadway - - - - - - 0.712 Mile
Cost of Roadway Per Mile- - - $139,144.46

Federal Funds -	$ 62,000.00
State Funds -	12,408.00
City Funds- -	24,802.00
	$ 99,210.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Federal Aid
Oregon State Highway Department Project No. U-133(15)

4TH STREET-BOUNDARY STREET (NEWPORT) SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 13, 1961

Type Code 6201
Roadway (Sta. 1007+16.41 to Sta. 1044+76)

Drainage Excavation, Unclassified	1,040	cu.yds.	$ 3.00	$ 3,120.00
General Excavation, Unclassified	2,640	cu.yds.	1.25	3,300.00
12-inch Concrete Pipe	36	lin.ft.	2.50	90.00
8-inch Sewer Pipe	780	lin.ft.	2.00	1,560.00
12-inch Sewer Pipe	2,440	lin.ft.	2.50	6,100.00
Extra for Pipe Under Pavement	380	lin.ft.	3.00	1,140.00
Concrete Manholes	6	only	375.00	2,250.00
Drop Manholes	1	only	550.00	550.00
Concrete Inlets, Type "G"	32	only	95.00	3,040.00
Concrete Curbs	190	cu.yds.	50.00	9,500.00
Adjustment of Manholes	10	only	75.00	750.00
Coarse Crushed Material in Base	2,120	cu.yds.	3.25	6,890.00
3/4" - 0 Material in Base	1,500	cu.yds.	3.50	5,250.00
Sprinkling	90	M-gals.	3.00	270.00
Preparation of Base	0.71	miles	500.00	355.00
3/4" - 0 Material in Binder Course	140	cu.yds.	4.75	665.00
RC-3 Asphalt	22	tons	45.00	990.00
Class "B" Asphaltic Concrete	5,300	tons	8.50	45,050.00
Extra for Paving Approaches	64	only	30.00	1,920.00
				$ 92,790.00
Flagging (57½% of Contractor's Cost)	All Required			500.00
Signing (Temporary)	All Required			200.00
Signing (Permanent)	All Required			250.00
	Subtotal			$ 93,740.00
	10% Engr. & Cont.			9,374.00
		Total		$103,114.00

Length of Roadway . . . . 0.712 Miles
Cost of Roadway Per Mile. $144,823.03

Federal Funds -	$ 64,000.00
State Funds -	39,114.00
	$103,114.00

RECEIVED
MAY 15 1961
FOR FILING

u-133 (95)

5895

7

May 15, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8:00 a.m., Wednesday, May 10, 1961, permission was granted for the establishment of a 35-mile-per-hour construction speed zone on the Fourth Street-Boundary Street Section of the Oregon Coast Highway in the city of Newport.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on that section of the Oregon Coast Highway, No. 9, in Lincoln County between M.P. 139.03 and M.P. 139.99.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:pk ae

RECEIVED
MAY 11 1961
FOR FILING

U-133(15)
5496

May 11, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the 4th Street-Boundary Street Section of the Oregon Coast Highway in Lincoln County, Contract No. 5496, in connection with Federal Aid Project No. U-133(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encls.

RECEIVED
MAY 12 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

U-133(15)

5296

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 11, 1961

Mr. Lee Bown, Deputy Supt.
Department of State Police
107 Public Service Building
Salem, Oregon

Dear Mr. Bown:

Effective 8:00 A.M., Wednesday, May 10, 1961, permission was granted for the establishment of a 35 MPH construction speed zone on the Fourth Street-Boundary Street Section of the Oregon Coast Highway, No. 9, between M.P. 139.03 and M.P. 139.99.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
bc: G. S. Paxson ✓

RECEIVED
MAY 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

p

RECEIVED
MAY 9 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

4-133(15)
5996

May 8, 1961

Road & Driveway Co.,
P. O. Box 128
Newport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5896, awarded April 14, 1961, for grading-paving-rock production on the 4th St.-Boundary St. Section (Newport) of the Oregon Coast Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 27 1961
FOR FILING

U-133(15)

4/6

April 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 25, 1961, on Contract No. 5896, 4th Street-Boundary Street (Newport) Section, in Lincoln County, in connection with Federal Aid Project No. U-133(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RECEIVED
APR 18 1961
FOR FILES
U-133(15)
5896

P

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

April 14, 1961

08-35.1 C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project U-133(15)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project U-133(15), Fourth St.-Boundary St. (Newport) Sec., Oregon Coast Highway, we hereby concur, as of this date, in award of Contract No., 5896 to Road & Driveway Co., of Newport, Oregon, low bidder in the amount of $111,441.20 at the April 11, 1961 bid opening.

Porter

NOTED

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APR 7 1961
FOR FILING

U-133(15)
a
5496

4-7-61

April 6, 1961
Salem, Oregon

MISC. CONTRACTS and
AGREEMENTS No. 2351

Cooperative Construction Agreement
4th Street-Boundary Street Section
Oregon Coast Highway
City of Newport

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Newport covering construction on the 4th Street-Boundary Street Section of the Oregon Coast Highway in Newport.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Newport.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/31/61

SUBJECT: Cooperative Construction Agreement
4th Street-Boundary Street Section
Oregon Coast Highway
City of Newport

To: Mr. P. M. Stephenson
OFFICE

Attached are three copies of an agreement covering the subject project. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/29/60.

D Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

cc: D. J. Barbee
W. T. Wright
V. D. Wolfe

Est. on This project $135000.00

9-29-60 Min page 32847
Floyd Query

P

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U-133 (15)

5496

April 6, 1961

Mr. E. R. Zurbuchen
City Recorder
City Hall
Newport, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Newport a fully executed copy of an agreement between the State Highway Commission and the City of Newport covering construction on the 4th Street-Boundary Street Section of the Oregon Coast Highway in Newport.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAR 23 1961
FOR FILING

408 State Highway Building
Salem, Oregon

U 133(15)
5996

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

March 20, 1961

C. C. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project U-133(15)

We have today approved the P. S. and E. documents for Oregon Project U-133(15), 4th Street-Boundary Street (Newport) Section of the Oregon Coast Highway in Lincoln County.

Consistant with our policy as expressed in correspondence concerning previous projects, we are unable to approve the items of permanent signing for participation as a contingency rather than a bid item. Authorization for advertising is hereby given with the understanding that this item will be treated as non-participating.

Porter

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MAY 3 1961
FORM E-30 80M 7-60 29395

FOR FILING

U-133(15)
5496

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1961

SUBJECT: Cooperative agreement
NE Boundary Street-North City Limits Section
Oregon Coast Highway No. 9
City of Newport

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached hereto are six copies of the above-entitled agreement, prepared in response to your request of January 24, 1961. We have been informed that there are no private utilities outside the right of way on private property which state would usually relocate, and therefore we have omitted the usual paragraph concerning them.

It is understood County and City Relations will furnish the exhibit maps for attachment. Additional copies of the agreement are available in this office.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

JLS:bjk
Attachments
cc: L. I. Lindas

Noted
L. I. Lindas

RECEIVED
FEB 14 1961
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
[illegible]

RECEIVED
JAN 31 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

U-433 (15)

5896

January 30, 1961

Mr. I. M. Huddleston
Lincoln County Engineer
Courthouse
Newport, Oregon

Dear Mr. Huddleston:

As per your request enclosed is a set of special provisions and plans for a project set up with classified general excavation and it also includes culvert installation. You will notice that the general excavation is classified by location only, Location "A" being generally "common excavation" and Location "B" being the tougher excavation, probably predominently stone or rock excavation.

The Highway Department has not classified general excavation into "common" and "rock" excavation during the past ten years. The main reason for abandoning these classifications was the difficulty in determination of these two classifications.

If I can be of further assistance to you in this matter, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Original signed
C. G. Swenson

C. G. Swenson
County and City Relations Engineer

CGS:mm
Encl.

cc: G. S. Paxson
V. D. Wolfe

RECEIVED
JAN 31 1961

NOTED
V. D. WOLFE

RECEIVED
FEB 1 1961

FOR FILING

U-133 (15)
5896

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
~~December 29, 1960~~
January 24, 1961

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Cooperative Agreement
NE Boundary Street-North City Limits Section
Oregon Coast Hwy. No. 9
City of Newport

Attached for transmittal to the Legal Division is a draft of an agreement covering the subject project.

C. G. Swenson
C. G. Swenson
County and City Relations Engineer

CGS:mm
Att.

APPROVED
Asst. Const. Engr.

G. S. PAXSON

RECEIVED
FEB 1 1961
FOR FILING

P

11-133 (12)
5996

January 24, 1961
Salem, Oregon
~~December 29, 1960~~

Mr. L. I. Lindas
Chief Counsel
OFFICE

Cooperative Agreement
NE Boundary Street-North City Limits Sectio
Oregon Coast Hwy. No. 9
City of Newport

Attached is a draft of an agreement covering the subject project. Will you please prepare six copies of the agreement in addition to any required by your division.

G. S. Paxson
Assistant State Highway Engineer

CGS:mm
Att.

cc: C. G. Swenson

AGREEMENT DRAFT, 12/29/60

THIS AGREEMENT, made and entered into this ____ day of _____, 1961, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF NEWPORT, a municipal corporation, by and through its city officials, hereinafter called "City";

WITNESSETH:

RECITALS:

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the State of Oregon, the State and City proposes to widen and reconstruct a portion of the Oregon Coast Highway, Oregon Primary Highway No. 9, located between N.E. Boundary Street and the north city limits of the City of Newport. Hereinafter, all acts necessary to effectively accomplish this end shall be referred to as "project."

2. Pursuant to ORS 366.775 and ORS 373.030, State and City may enter into agreements for the construction, reconstruction, improvement, or repair of any street, highway, or road; and State may, with the consent of City, change the grade of any street, highway, or road over which state highway traffic is routed.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE:

1. State shall prepare all plans, let and award all contracts, and supervise the construction of said project. Attached hereto

marked Exhibit "A" and by this reference made a part hereof is a city map showing colored in red the location and limits of said project.

2. State shall, upon receipt of an itemized statement in triplicate, reimburse City 75% of the actual cost incurred by City in relocating or causing to be relocated, including any extension thereof, existing CITY OWNED utility conduits, lines, poles, mains, pipes, and other such facilities which it will be necessary to relocate or extend because of said project, whether said CITY OWNED utilities or facilities are located on public or private property.

THINGS TO BE DONE BY CITY:

1. City, by execution of this agreement, approves the provisions as set forth under THINGS TO BE DONE BY STATE.

2. City, in the first instance, upon request by State, shall relocate or cause to be relocated and extended if necessary, existing CITY OWNED utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature required to be relocated or extended to conform to the proposed plans of said project. City will be reimbursed by State as set forth in Paragraph 2 under THINGS TO BE DONE BY STATE.

3. City shall, without cost to State, relocate or cause to be relocated, all PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and other such facilities of every kind and nature which are located within any PUBLIC STREET OR WAY within the city limits and which are required to be relocated to conform to the plans of said project. To this end City shall exercise all its municipal powers, including its legislative power, to require the

relocation of such utilities or facilities.

4. City, by execution of this agreement, hereby consents, pursuant to and as required by ORS 373.030(2), to any and all changes of grade, if any there be, in connection with or arising out of the construction of the proposed project. City shall save and hold harmless the State of Oregon, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040.

5. City shall enact and enforce, or keep in effect and enforce, any necessary ordinance or resolution requiring parallel parking only on both sides of the Oregon Coast Highway, Oregon Primary Highway No. 9, within the limits of the project as shown by the attached Exhibit "A."

6. If, upon completion of said project by State, the construction of sidewalks or reconstruction of existing sidewalks becomes necessary, the construction and future maintenance of said sidewalks shall be the obligation of City, in the same manner as hereinafter provided in Paragraph 4 of the GENERAL PROVISIONS herein.

7. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

7. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

GENERAL PROVISIONS:

1. It is mutually understood and agreed that the final total actual cost for the construction work, including construction engineering cost, shall be shared 75% by State and 25% by City. Construction work as herein set forth shall be understood to include the replacement of existing sidewalks as required for construction of the project. If the project is to include the construction of any new sidewalks, the cost of such sidewalks shall be at the sole cost of City.

2. City, before award of a contract by State, shall deposit with State an amount equal to the following:

a. 25% of the estimated total cost of all construction work.

b. 25% of the estimated total cost of all additional anticipated items.

c. 25% of the estimated total cost of all construction engineering.

d. 100% of the total estimated cost, if any, for new sidewalk construction.

3. When the total actual cost figures of the project are available, State shall furnish City with an itemized statement of

said total cost. In the event the City's share of the total actual cost of the project as set forth in Paragraph 1 under GENERAL PROVISIONS exceeds the amount deposited by City, then City shall pay to State an amount equal to the difference between the amount deposited by City and City's share of the total actual cost of the project; however, if the City's share of the total actual cost of the project as set forth in Paragraph 1 under GENERAL PROVISIONS is less than the amount deposited by City, the State shall refund to have full jurisdiction and control of those portions of the right of way, including sidewalks, which are located outside of the curb line of the street affected by this agreement. City shall construct, repair, and maintain all sidewalks that are located outside of the curb line.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written.

ATTEST:

____
Secretary

APPROVED:

____
Asst. State Hwy. Engineer

APPROVED AS TO FORM:

____
Chief Counsel

STATE OF OREGON, by and through
its State Highway Commission

By______________________________
Chairman

By______________________________
Commissioner

By______________________________
Commissioner

ATTEST:

____

CITY OF NEWPORT, by and through
its City Officials

By______________________________
Mayor

By______________________________
Recorder

HCA:mm

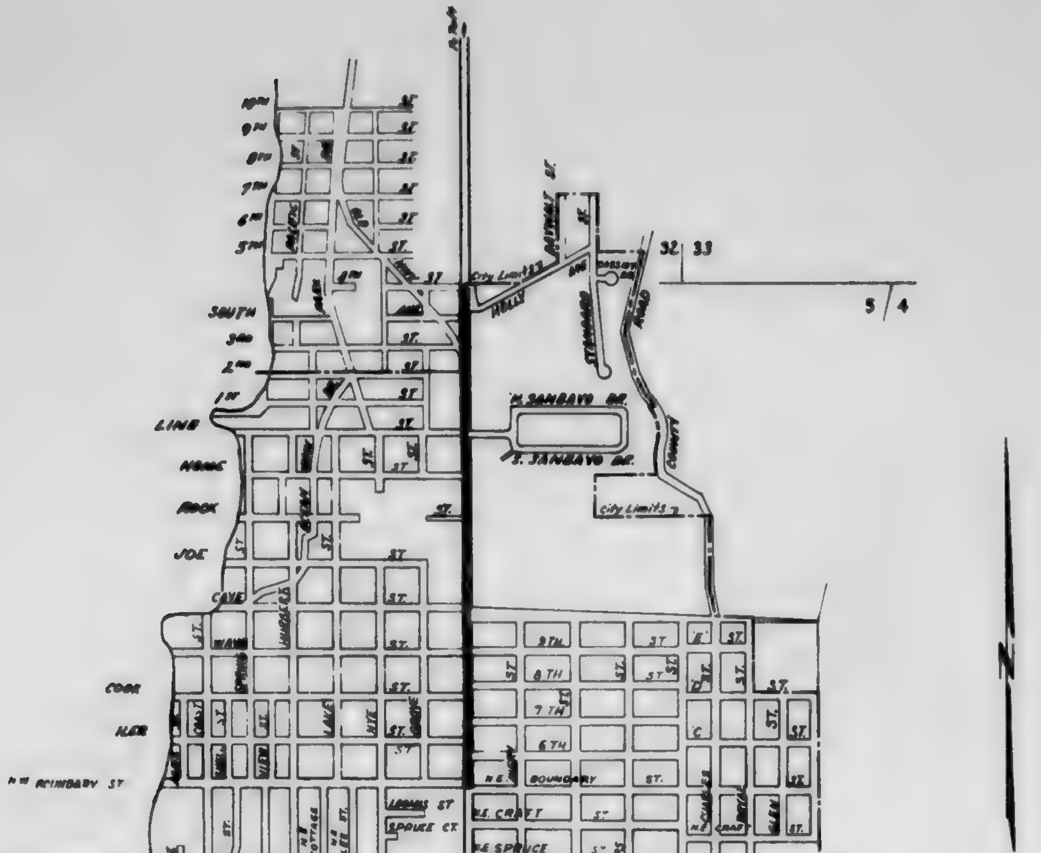

EXHIBIT "A"

NEWPORT

LINCOLN COUNTY

T. 11 S., R. 11 W., W.M.

Scale in Feet

0 800 1600

11-8-54

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JAN 10 1961
FOR FILING
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5896

Salem, Oregon
January 9, 1961

City of Newport Co-operative Project
Highway 101

Mr. C. G. Swenson
County-City Relations Engineer
BUILDING

Attached is a copy of a letter from the City of Newport clarifying the source of the City's portion of funds for the improvement of Highway 101 in the north area of Newport.

You already have a copy of the City's resolution No. 1166 covering this project.

Victor D. Wolfe
Administrative Assistant

VDW:mm
attach.

cc Forrest Cooper
G. S. Paxson

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FOR FILING

11-133 (15)
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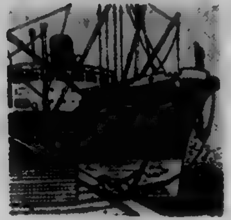
City of Newport
CITY HALL
SECOND LARGEST LUMBER SHIPPING PORT IN THE WORLD



State of Oregon

REFERRED TO
Edwards
By State Highway Engineer

January 6, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. V. D. Wolfe

Dear Sir:

This is to inform you that the city's share of 11% of an overall cost of the City of Newport's portion of the project for improvement of the north end of Highway 101 will not be taken from the funds derived from the State Gasoline, or any State Highway Funds, turned over to the city, but will be taken from funds derived from property taxes on property within the City of Newport.

If this letter is not sufficient assurance, please let me know and I will take steps to see that the necessary action is taken to conform to your requirements.

Yours very truly,

CITY OF NEWPORT

Leonard O'Hara

Leonard O'Hara
City Recorder

LO'H:b

(SEAL)

1/16

NOTED
V. D. WOLFE

CONSTRUCTION DIVISION
RECEIVED
JAN 11 '61
NOTED-

RECEIVED
JAN 9 1961
STATE HIGHWAY COMMISSION

RECEIVED
JAN 9 1961
OFFICE OF
STATE HIGHWAY ENGINEER

PHONE AM 5-5341 Ext. 5

OFFICE OF
A. R. McMULLEN
ATTORNEY AT LAW
P. O. BOX 1091
NEWPORT, OREGON

December 20, 1960

Mr. W. C. Williams
State Engineer
Highway Department
Salem, Oregon

Attention: Mr. Wolfe

Dear Sir:

Enclosed please find the certified copy of the Resolution authorizing the proceeding with the work on Highway 101 in the City of Newport. You will note that it is certified by the City Recorder, Leonard O'Hara.

If you have any questions relative to this matter, please feel free to call on me.

Yours very truly,

A R McMullen

A. R. McMullen

ARM:f
Encl.

City fund clarifying letter to follow per telephone call
12/28/60
WDW

RECEIVED
1960
OREGON
STATE HIGHWAY COMMISSION

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DEC 21 1960
OFFICE OF
[illegible] ENGINEER

RESOLUTION NO. 1166

WHEREAS, the City of Newport, through the City Council, did on the 17th of October, 1960, pass a Resolution calling for the filing of a report by the City Engineer in regard to the improvements of grade, graveling, curbs, and asphalt concrete for Project No. 9-1960, and

WHEREAS, the Oregon State Highway Commission has estimated cost of the project to be $175,000.00, plus any city costs of providing for financing, and

WHEREAS the State of Oregon has agreed to pay 75% of the total cost of the project, excluding any costs of financing on the part of the City, and the City was required to arrange to pay 25% of the total cost of construction, and

WHEREAS the City Council heretofore after the receipt of the report filed by the Engineer, gave notice of a public hearing and declared its intention to improve said described area on the project designated as the following described property:

> The Oregon Coast Highway for the full width thereof from the South line of Boundary Street northerly to the North line of the City limits of the City of Newport; and

WHEREAS notice was given in accordance with the ordinance and charter of the City of Newport, and

WHEREAS some written remonstrances were filed and at the public hearing held on the 7th day of November, 1960, and continued to a subsequent Council Meeting, and

WHEREAS certain of the individuals making remonstrances withdrew their remonstrances in the form of written withdrawal filed with the Recorder of the City, leaving the remonstrances on file at a number less than the number necessary to prevent the city from proceeding with the project, and

WHEREAS the City deems that the City should pay a portion of the costs of the improvement for the reason that there are some streets belonging to the City which said improvement will connect and,

WHEREAS, the City by motion duly adopted as agreed to pay 11% of the City's 25% share of the total cost of the project,

NOW THEREFORE,

BE IT RESOLVED that the City Council of the City of Newport through the City Recorder notify the Oregon State Highway Commission that the City has arranged for payment of 25% of the cost and that the work can proceed, and that the State Highway Commission may proceed to call for bids for the construction of said improvements and enter into any contracts necessary or expedient for said construction of said improvements, and

BE IT FURTHER RESOLVED that the City of Newport pay to the Street Fund a sum equal to 11% of the City's 25% share of the cost of the improvement project; that the 75% be paid by the State and 89% of the City's 25% share be assessed to the property owner adjacent to the street so improved, and

BE IT FURTHER RESOLVED that an ordinance be prepared providing that the cost of said improvement amounting to 89% of the City's 25% share of the cost to be assessed to the property directly adjacent to the Oregon Coast Highway between the South line of Boundary Street and the North line of the city limits, City of Newport, which said property is directly benefited by said improvement.

Yeas: 7

Nays: ________ Passed by the Council December 19, 1960

ATTEST:

s/ Leonard O'Hare
City Recorder

APPROVED:

s/ O. R. Williams
Mayor

with the Recorder of the City, leaving the remonstrances on file at a number less than the number necessary to prevent the city from proceeding with the project, and

WHEREAS the City deems that the City should pay a portion of the costs of the improvement for the reason that there are some streets belonging to the City which said improvement will connect and,

WHEREAS, the City by motion duly adopted as agreed to pay 11% of the City's 25% share of the total cost of the project,

NOW THEREFORE,

BE IT RESOLVED that the City Council of the City of Newport through the City Recorder notify the Oregon State Highway Commission that the City has arranged for payment of 25% of the cost and that the work can proceed, and that the State Highway Commission may proceed to call for bids for the construction of said improvements and enter into any contracts necessary or expedient for said construction of said improvements, and

BE IT FURTHER RESOLVED that the City of Newport pay to the Street Fund a sum equal to 11% of the City's 25% share of the cost of the improvement project; that the 75% be paid by the State and 89% of the City's 25% share be assessed to the property owner adjacent to the street so improved, and

BE IT FURTHER RESOLVED that an ordinance be prepared providing that the cost of said improvement amounting to 89% of the City's 25% share of the cost to be assessed to the property directly adjacent to the Oregon Coast Highway between the South line of Boundary Street and the North line of the city limits, City of Newport, which said property is directly benefited by said improvement.

Yeas: 7

Nays: ______ Passed by the Council December 19, 1960

ATTEST:
s/ Leonard O'Hara
City Recorder

APPROVED:
s/ O. R. Williams
Mayor

STATE OF OREGON)
)ss
County of Lincoln)

I hereby certify that the foregoing is a full, true and correct copy of the original of Resolution and of the whole thereof.

Leonard O'Hara
Leonard O'Hara, City Recorder
City of Newport, Oregon

RECEIVED
OCT [illegible], 1960

FOR FILING
11-133 (15)

5896

October 28, 1960

Hon. O. R. Williams
Mayor of Newport
City Hall
Newport, Oregon

Dear Mayor Williams:

In my letter to you of October 11 concerning the Commission's approval of the project on the Oregon Coast Highway, from Boundary Street north to Holly Avenue, I stated that the estimated cost of the improvement is $175,000 and that the City of Newport had offered to pay $43,750.

It is my understanding that negotiations have been conducted on the basis of the City paying 25 per cent of the cost of the improvement which may, in the final outcome, be somewhat more or less than $43,750. In any event, the Commission action was based on the assumption that the City would pay 25 per cent of the total cost of the project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:rj

cc: G. S. Paxson
C. G. Swenson
V. D. Wolfe

RECEIVED
OCT 31 1960
FOR FILING

11-133 (15)

5996

10-24-60

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
FOURTH STREET-NORTHWEST BOUNDARY STREET (NEWPORT) SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Oregon Coast Highway, in Newport, which is a State Primary Facility on the Federal Aid Primary System. The northerly terminus is at Station 1007+15, which station is the northerly Newport city limits and is at the intersection of Fourth Street with the Oregon Coast Highway. The southerly terminus is at Station 1044+39, which Station is at the intersection of northwest Boundary Street with the Oregon Coast Highway in Newport. The entire project lies within the city of Newport. The overall length of the project is 0.71 mile.

This will be a location survey to prepare plans, specifications and estimates for the widening and resurfacing, including curbs and storm sewers, of the existing facility.

Reconnaissance is not necessary. Soils investigation will be conducted. Special drainage studies will be made as required. An economic analysis is not needed at this time.

The existing 1959 ADT is 4,500 and the projected 1979 ADT is 9,000. Maximum grade and curvature will be determined by survey. Traffic and alignment warrant a four-lane highway. The typical section will be four 12-foot travel lanes with 8-foot parking lanes and curbs on each side. Deviations from State and Federal Standards are not anticipated.

The rise and fall and the central angle data of the existing facility are 51 feet and 0 degrees respectively. The rise and fall and the central angle data for the proposed project will be determined by survey.

This will be a four-lane highway with no control of access except by negotiation and determination of location by the local jurisdiction of the city of Newport.

There are no interchanges, railroad crossings, or major stream crossings.

The paving will be done in stage construction with a minimum of 1½ inches of asphaltic concrete being applied at a future date when conditions warrant. The tentative base design by G. L. Decker is:

Paving, Base and Wear	3½"
Top Course Base	2 "
Bottom Course Base	10 "
Total Depth	15½"

Materials are available from local commercial sources.

Agreements with Lincoln County will not be necessary; however, negotiations will be necessary with the city of Newport.

There are no State parks or roadside rest areas affected by this project.

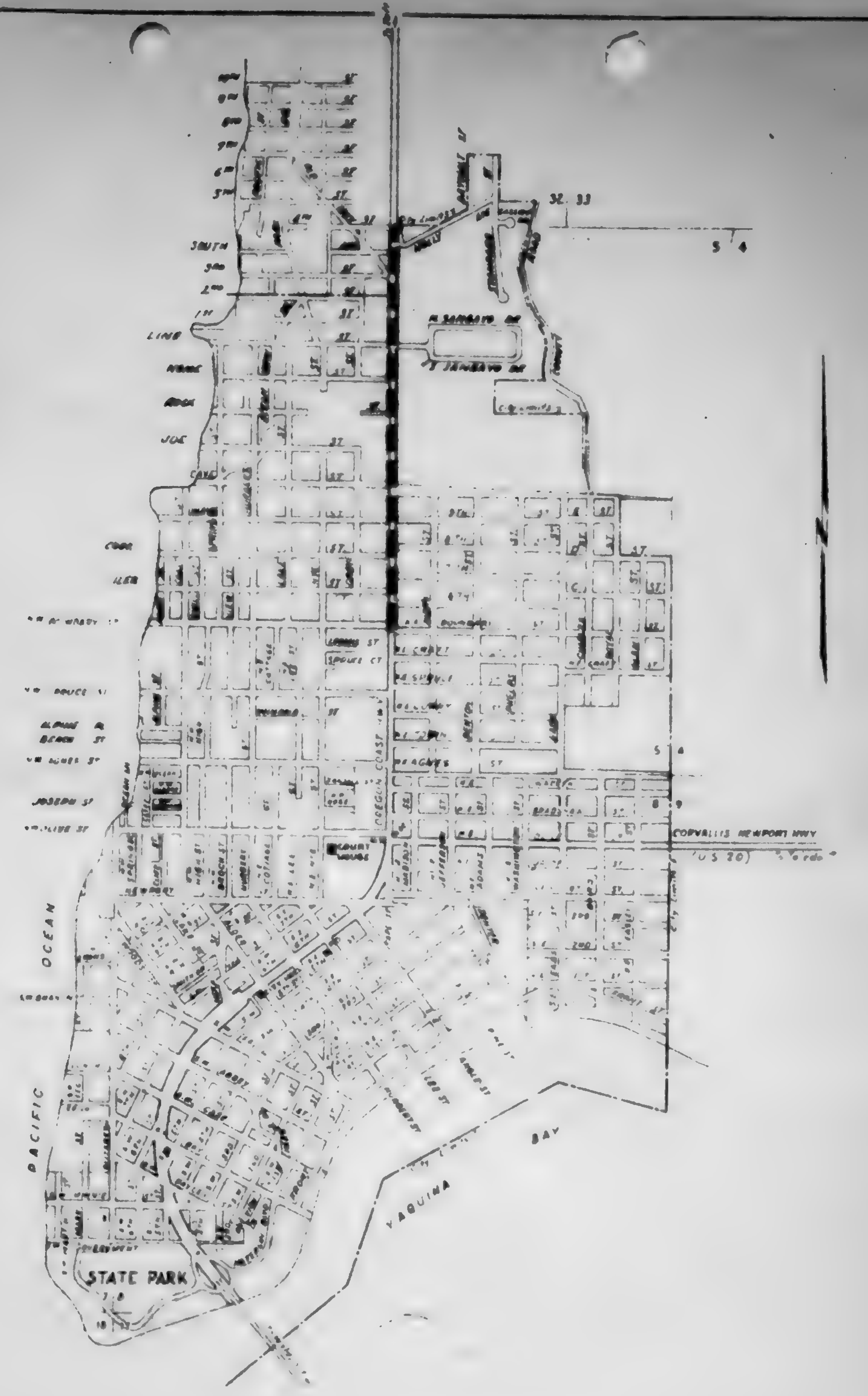
October 24, 1960

Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

RECEIVED
OCT 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

R-135



Oregon State Highway Department

PROSPECTUS MAP

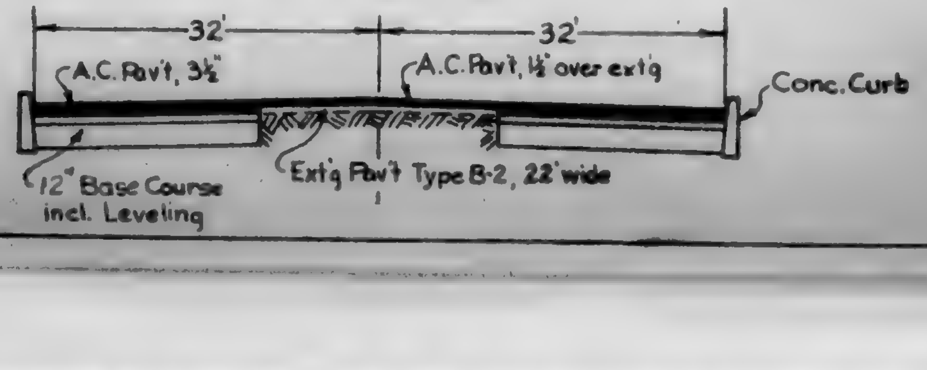
FOURTH ST. – BOUNDARY ST., CITY OF NEWPORT

OREGON COAST HIGHWAY

LINCOLN COUNTY SEPTEMBER, 1960

Scale in Feet

0 800 1600



32'
32'
A.C. Pav't, 3½"
A.C. Pav't, 1½" over ext'g
Conc. Curb
12" Base Course incl. Leveling
Ext'g Pav't Type B-2, 22' wide

9/29
4

RECEIVED
OCT [illegible] 1960
FOR FILING

11-133 [illegible]

5791

October 11, 1960

Hon. O. R. Williams
Mayor of Newport
City Hall
Newport, Oregon

Dear Mayor Williams:

The State Highway Commission at its meeting on September 29 considered your request for a co-operative improvement project on Highway US 101 (Cape Street) from Boundary Street north to Holly Avenue, which would be an extension of the existing 64-foot street section.

Mr. W. C. Williams, State Highway Engineer, explained that the estimated cost of the improvement is $175,000 and that the City of Newport has offered to pay $43,750. I am pleased to inform you that the Commission approved the project, provided that the City of Newport will pay the sum of $43,750.

If arrangements have not already been made, please contact Mr. Victor D. Wolfe, Administrative Assistant, concerning details not yet resolved.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: G. S. Paxson
C. G. Swenson
V. D. Wolfe

RECEIVED
SEP 20 1960
FOR FILING

11-133 (15)

5896

September 19, 1960

Oregon State Highway Commission

Gentlemen:

The City of Newport has requested a co-operative project on Highway 101 (Coast Highway) from Boundary Street north to Holly Avenue in the city of Newport. This is an extension northerly of the existing 60-foot street section.

The proposed section is through a highly developed business area. Present traffic varies from 6,650 at the south end of the proposed project to 4,500 at the north city limits.

Estimated cost of this improvement is $175,000. The City of Newport has offered to pay $43,750 of this amount, with the Highway Commission paying $131,250. This undoubtedly is a necessary and worthy project and I recommend your approval.

This will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VDW:ms
cc: Mr. Victor D. Wolfe

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1960

SUBJECT: Reconnaissance Estimate
Extension North, City Street Section
Highway 101, City of Newport
Boundary Street - Standard Street

To:

Mr. Victor D. Wolfe
Administrative Assistant
OFFICE

In reply to your letter of August 30, 1960, I am attaching a copy of a reconnaissance report on the subject section that shows an estimated construction cost of $175,000.

This estimate is without sidewalks. If sidewalks are desired, this would be at an estimated additional cost of $30,000.

This estimate has been independently checked and I am sure is sound.

Tom Edwards
Construction Engineer

By

D J Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:jk

Attachment

RECEIVED
SEP 14 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1960

SUBJECT: City of Newport
Boundary St.-Holly Ave.
Oregon Coast Highway
Lincoln County

To: Mr. Tom Edwards
Construction Engineer
Office

A reconnaissance estimate has been prepared for improvement of the Oregon Coast Highway (Cape Street) from Boundary Street north to Holly Avenue in the City of Newport. The improvement involved will be a continuation of the existing curbed section which now terminates at Boundary Street. Use was made of the plans for the Agate Beach-Newport project (Oregon Coast Highway) completed in 1949; additional information was secured through a field observation. Length of the improvement is approximately 3,550 feet (0.67 mile).

To conform with the present curb, a 64-foot street section is used as basis for the estimate. During construction of the 1949 project previously mentioned, the portion through this proposed improvement had been graded to a 65-foot width, apparently for inclusion of a street section at some future date; at present there are two 11-foot lanes of Type B-2 bituminous macadam pavement (in good condition) with 8- to 10-foot shoulders. Surfacing design for this estimate is 3½ inches of asphaltic concrete on 14 inches of base including the leveling course which is comparable to the 1949 project; this design is to be used on the widened portions with 1½ inches of asphaltic concrete being placed over the existing pavement. Traffic (1959 ADT) varies from 6,650 just south of Boundary Street to 4,500 at the north city limits; this will be increased by 80 per cent or more through the peak of the tourist season. Existing minimum right of way is 80 feet which is adequate for this improvement.

The storm sewer system constructed on the 1949 project is to be continued in the same general pattern through this improvement. Any roadbed drainage now in effect and not disturbed by construction is assumed to be left intact -- some cleaning may be necessary. Power and telephone poles that will be disturbed on construction are assumed to be taken care of by the respective owners -- these poles now occupy the right of way.

Estimated cost for this improvement is $175,000 and does not include sidewalks; to include sidewalks on both sides for the full length would cost an additional $30,000. Unit costs were obtained from the Cost Section.

Estimate and sketch map are attached.

A. D. Olson
Asst. Chief Locating Engineer
By William H. Tebeau
William H. Tebeau
Reconnaissance Designer

WHT:fp

Attachments

CITY OF NEWPORT
BOUNDARY STREET-HOLLY AVENUE
OREGON COAST HIGHWAY
LINCOLN COUNTY

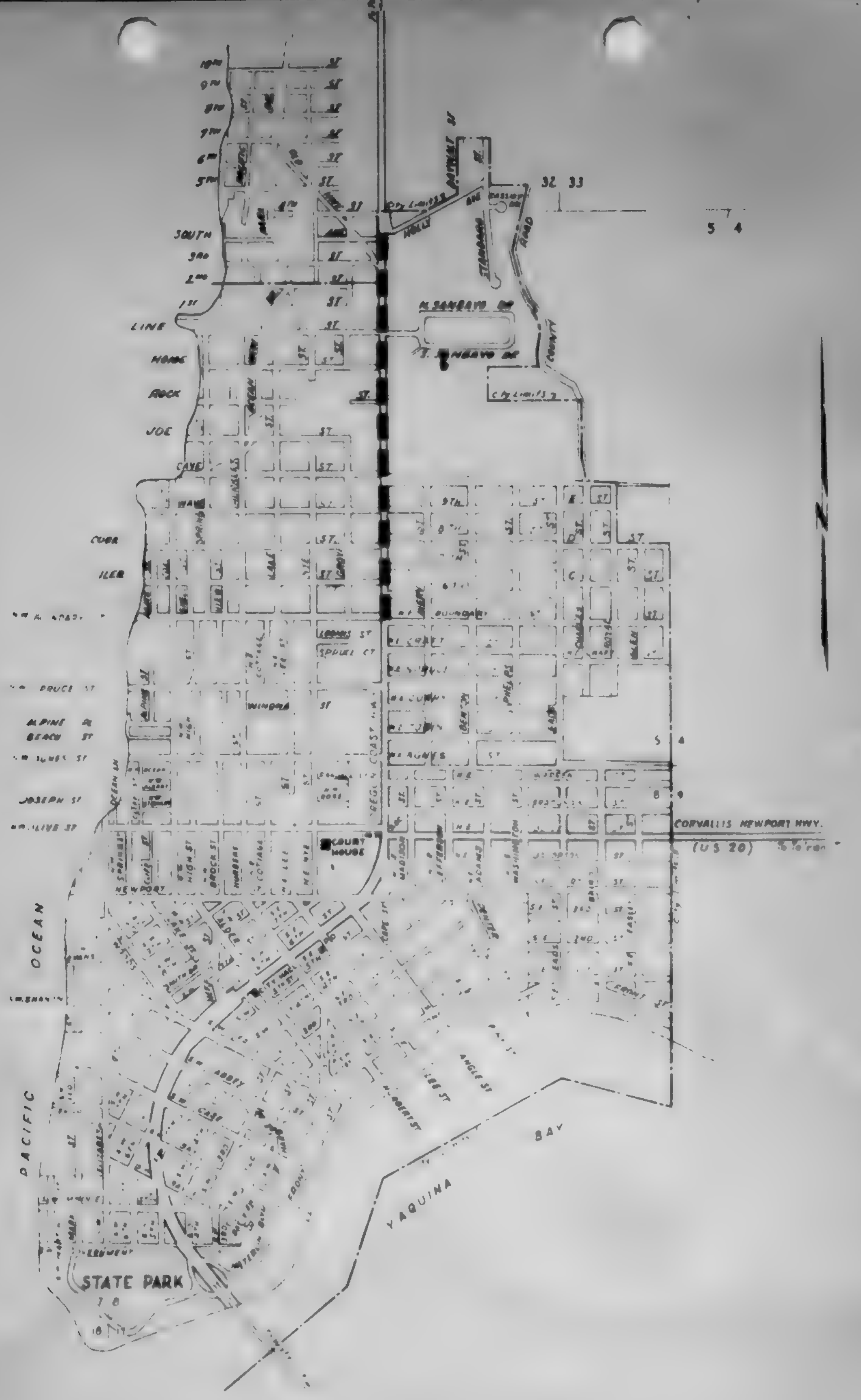
Recon Estimate Length--3,550' (0.67 Mile)

ITEM	UNIT	NET	ALLOW	GROSS	UNIT PRICE	AMOUNT
1. Clearing and Grubbing	All	100%	---	100%	Lump Sum	1,000.00
2. Drainage	Mile	0.67	---	0.67	2,000.00	1,340.00
3. Gen. Exc., Incl. Haul	CY	5,610	1,390	7,000	1.00	7,000.00
4. Finish Roadbed & Slopes	Mile	0.67	---	0.67	1,000.00	670.00
5. 8" Sewer Pipe	Lin.Ft.	2,680	670	3,350	2.25	7,540.00
6. 12" Sewer Pipe	Lin.Ft.	2,076	524	2,600	2.75	7,150.00
7. 15" Sewer Pipe	Lin.Ft.	598	152	750	3.50	2,630.00
8. Concrete Catch Basins	Each	33	7	40	90.00	3,600.00
9. Concrete Manholes	Each	19	5	24	250.00	6,000.00
10. Concrete Curbs	CY	248	62	310	45.00	13,950.00
11. Bottom Course Base	CY	7,179	1,791	8,970	2.75	24,670.00
12. Level Course	CY	1,196	299	1,495	3.00	4,490.00
13. Sprinkling	M-Gal	209	51	260	3.00	780.00
14. Binder Aggregate	CY	149	36	185	4.25	790.00
15. Emulsified Aphalt	Ton	30	8	38	45.00	1,710.00
16. Class "B" Asphalt Concr.	Ton	3,905	975	4,880	8.25	40,260.00

SUBTOTAL	$ 123,580.00
Engineering and Contingencies	51,420.00
Grading and Paving	175,000.00
Right of Way Cost	- - - - -
ESTIMATED CONSTRUCTION COST*	175,000.00

* A sidewalk on both sides would cost an additional $30,000.00.

K-135



OREGON STATE HIGHWAY DEPARTMENT

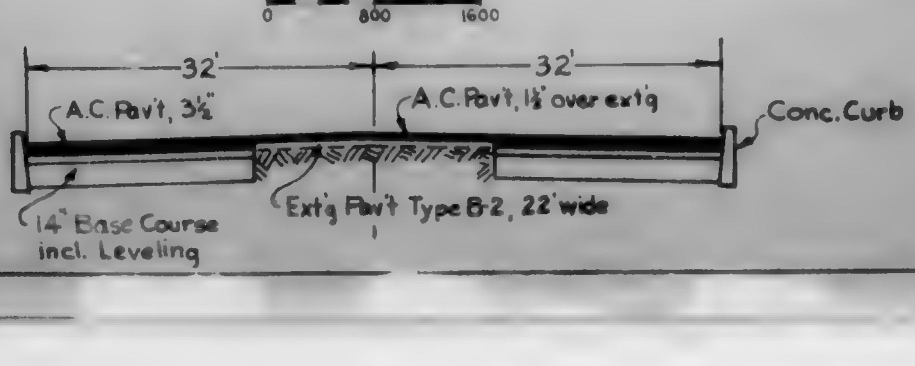
RECONNAISSANCE SKETCH MAP

BOUNDARY ST. ~ HOLLY AVE., CITY OF NEWPORT

OREGON COAST HIGHWAY

LINCOLN COUNTY SEPTEMBER, 1960

Scale in Feet
0 800 1600



3, 550 Feet (0.67 Mile)

September 12, 1960

CITY OF NEWPORT
Boundary Street-Holly Avenue Section
Oregon Coast Highway - Lincoln County

Item	Unit	Net	Allow.	Gross	Price	Amount
Clearing and Grubbing	All					1, 000.00
General Excavation	Cu. Yd.	3, 550	25%	4, 440	1.00	4, 440.00
Drainage Excavation	Cu. Yd.	1, 702	25%	2, 042	3.00	6, 126.00
Finishing R.B. & Slopes	Mile	0.67	10%	0.74	1, 000.00	740.00
8" Sewer Pipe	Lin. Ft.	1, 349	10%	1, 484	2.25	3, 339.00
12" Sewer Pipe	Lin. Ft.	1, 510	10%	1, 660	2.75	4, 565.00
15" Sewer Pipe	Lin. Ft.	845	10%	930	3.50	3, 255.00
18" Sewer Pipe	Lin. Ft.	1, 285	10%	1, 414	4.00	5, 656.00
Construct Catch Basins	Each	28	10%	31	90.00	2, 790.00
Construct Manholes	Each	12	10%	13	250.00	3, 250.00
Concrete Curbs	Cu. Yd.	246	25%	308	45.00	13, 860.00
Material in Base	Cu. Yd.	7, 179	10%	7, 900	3.00	23, 700.00
Mat'l in Leveling Course	Cu. Yd.	1, 196	10%	1, 320	3.25	4, 290.00
Sprinkling	M-Gal.	209	10%	230	3.00	690.00
RS-1 in Tack	Ton	11	10%	12	75.00	900.00
Aggregate in Binder	Cu. Yd.	124	10%	136	4.50	612.00
RC-3 in Binder	Cu. Yd.	19	10%	21	65.00	1, 365.00
Asphalt Concrete Mix.	Ton	3, 968	10%	4, 365	10.00	43, 650.00
						$ 124, 228.00
	Plus 20% Engineering and Contingencies					25, 772.00
	TOTAL -					$ 150, 000.00
Concrete S. W.	Sq. Yd.	3, 550	10%	3, 906	4.50	17, 577.00
	Plus 20% Engineering and Contingencies					3, 423.00
						$ 21, 000.00

FORM E-30 5OM 11-58 15980

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1960

SUBJECT: Curbs and widening in Newport

To: Mr. Victor D. Wolfe
Administrative Assistant
OFFICE

The City of Newport has recently extended its northerly boundary and is anxious to put on a co-operative project to place curbs and widen the pavement to the new city boundary.

Will you please take the job of securing estimates, hold the proper discussions with the city officials, et cetera, and give me a report on this matter.

Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

NOTED
V. D. WOLFE

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1960
FOR FILING
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5496

Salem, Oregon
August 30, 1960

Mr. Tom Edwards

Reconnaissance Estimate
Extension North, City Street Section
Highway 101, City of Newport
Boundary Street - Standard Street

This is to confirm our telephone conversation of August 29 pertaining to the reconnaissance estimate covering subject section.

The fingerboard indicates Standard Street - the city map indicates ~~Olive~~ Holly Street. I have resolved this problem with your people.

It is Mr. Cooper's desire that this estimate be accurate enough to be used in the presenting of this project to the Commission at its next meeting. This section would undoubtedly be a continuation of the present 64-foot street section.

Victor D. Wolfe
Administrative Assistant

VDW:ms
cc: Mr. Forrest Cooper

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Salem, Oregon
August 15, 1960

Curbs and widening
in Newport

Mr. Victor D. Wolfe
Administrative Assistant
OFFICE

The City of Newport has recently extended its northerly boundary and is anxious to put on a co-operative project to place curbs and widen the pavement to the new city boundary.

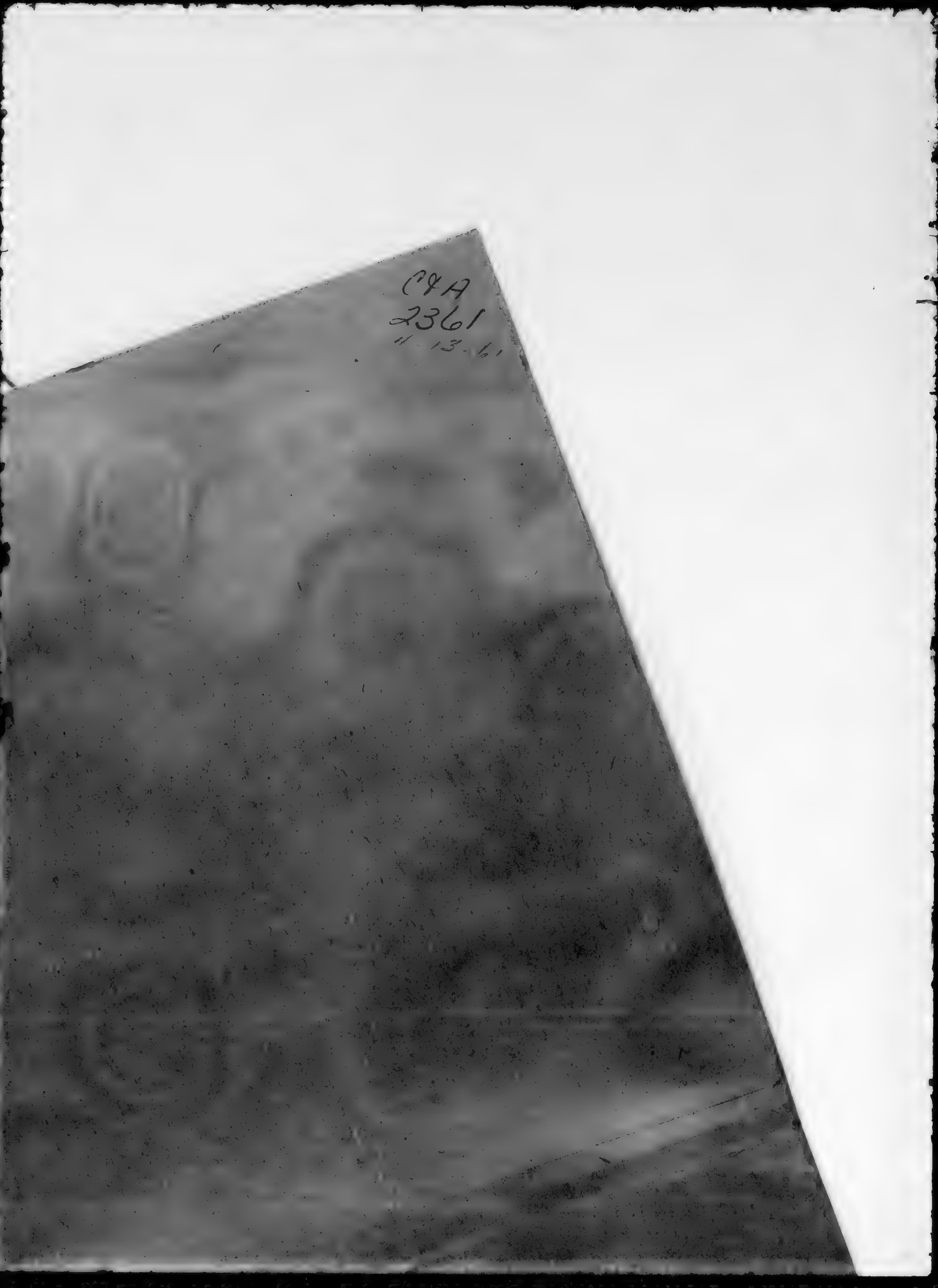
Will you please take the job of securing estimates, hold the proper discussions with the city officials, et cetera, and give me a report on this matter.

Forrest Cooper
Deputy State Highway Engineer

FC:fm

cc Mr. W. C. Williams

S-75(5) West Ranch-Iowa School Section of
the Island City-Summerville Road,
#5897 N. of Island City. 1961



C&A
2361
11-13-61

Contract 5897

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Monthly transaction number /39	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number S-75(5)7	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Union**
		Project number **S-75(5)**

5897

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **May 11**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project	$ **119,466.00**
Revised Federal funds	$ **75,028.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **8** day of **January**, 19**63**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Asst **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **A. W. Parsons**
Division Engineer

By: LR Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

January 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the West Ranch-Iowa School Section, Project No. S-75(5).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

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MAY 22 1961
FOR FILING

5-11-61

Monthly Transaction No.
58

Project Report No.
S-75(5)

5897

Form
(9-12-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State Oregon

County Union

Project No. S-75(5)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd., 7.8 mi. to 4.6 mi. N. of Island City
(West Ranch-Iowa School Section)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-17-61	4.0
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 120,679	$ 72,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ____________________
(title)

By ____________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ **C. G. Polk**
Division Engineer

By: M E Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

April 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the West Ranch-Iowa School Section, Project No. S-75(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75(5)

WEST RANCH-IONA SCHOOL SECTION OF THE
ISLAND CITY-SUMMERVILLE ROAD IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 27, 1961

Type Code 5231
Roadway (Sta. 346+94 to Sta. 558+14)(Contract 5897)

Course Crushed Material in Base	38,000 tons	$ 1.84	$ 69,920.00
3/4" - 0 Material in Base	7,500 tons	1.89	14,175.00
Sprinkling	880 M-gal.	3.50	3,080.00
Preparation of Base	4.00 miles	200.00	800.00
3/4" - 0 Material in Binder Course	370 cu.yds.	2.64	976.80
Furnishing and Placing Aggregates	2,430 cu.yds.	2.97	7,217.10
MC-2 Asphalt	56 tons	48.36	2,708.16
120-150 Asphalt	176 tons	45.80	8,060.80
RS-1 Asphalt	52 tons	45.60	2,371.20
			$109,309.06
Flagging (57½% of Contractor's Cost)	All Required		400.00
	Subtotal		$109,709.06
	10% Engr. & Cont.		10,969.94
	Total		$120,679.00

Length of Roadway - - - - - - - - 4.000 Miles
Cost of Roadway Per Mile - - - $30,169.75

Federal Funds -	$ 72,400.00
State Funds -	24,139.50
County Funds -	24,139.50
	$120,679.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

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SEP 17 1962
FOR FILING

[illegible]
5897

September 12, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #5897 awarded to J. F. Konen Const. Co. Inc., for stone base-oiling on the West Ranch-Iowa School Section of the Island City-Summerville Road in Union County was completed on July 6, 1962, and accepted by the Highway Commission on August 9, 1962.

Final payment, in the amount of $3,186.68 will be released to the contractor on or after September 19, 1962. The total contract amount is $106,692.64 including $469.93 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: J. F. Konen Const. Co. Inc.,
P. O. Box 668
Lewiston
Idaho

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT
No. 67

For Week Ending August 3, 1962

Section West Ranch-Iowa School

Kind of work Stone Base & Oiling

Highway Island City-Summerville County Union

Section prefix 531-1054 S-75(5)

Contractor J.F. Konen Construction Co.

Contract number 5897

Date of contract April 17, 1961

Specified work days 74

Date work started August 17, 1961

Work days used 68

Project authorization $ 123,422.69

Exclusive of engineering $ 114,645.97

Per cent of time elapsed 92 %

Estimated cost of completed project, exclusive of engineering $ 106,692.64

Estimated per cent ~~overrun~~ or underrun 4.7 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 8,776.72

Engineering cost to date $ 11,131.68, 127 %

Date project was completed July 6, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None	None	None	None,	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

~~[illegible]~~

Project complete.

Semi-Final Estimate was sibmitted to the Division Engineer on Thursday.

NOTED

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962

Noted
M. N. J..e

NOTED
C. E. PAULSEN

Signed J C Hutt Res. Engineer

Address La Grande

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		4.00		4.00	
Miles partially completed					
Miles completed		4.00		4.00	
Total estimated quantities (contract)		45,500 Tons		Asph Agg 284 2,800	
Total quantities corrected to date		42,712 Tons		293 2,773	
Estimated quantities moved or placed to date		"		" "	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Part Cloudy-Warm +85°		
Tuesday	Fair-Warm +90°		
Wednesday	Fair-Warm +90°		
Thursday	Fair-Warm A.M. - Thunder showers P.M.		
Friday	Broken overcast - moderate		
Saturday			

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1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

July 16, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5597

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project S-75(5)
West Ranch-Iowa School Section, Island City - Summerville
Final Inspection and Acceptance

An inspection was made of subject project by Area Engineer Jensen in company with H. S. Coulter, Assistant Division Engineer, and Jack Hiatt, Resident Engineer, of the Highway Department on July 11th.

All work has been satisfactorily accomplished by the contractor. The project can be accepted by this office upon evidence that the base rock has been record sampled for compaction and the results thereof meet specified requirements.

Original To Young
copy To Morgan
7-18-62

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JUL 13 1962
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[illegible]
5897

July 12, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 6, 1962, on Contract No. 5897, West Ranch-Iowa School Section, in Union County, in Connection with Federal-Aid Project No. S-75(5).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
cc: H. S. Cox

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JUN 29 1962
FOR FILING

3-73(?)

5897

May 25, 1962

J. F. Konen Const. Co. Inc.,
P. O. Box 668
Lewiston
Idaho

Gentlemen:

The State Highway Commission, at its meeting on May 23, 1962, discussed with the Engineer your request for an extension of time on contract #5897. You requested 18 additional workdays within which to complete the stone base-oiling of the West Ranch-Iowa School Section of the Island City-Summerville Road in Union County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 14 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: A. F. Parson
J. C. Hiatt
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Malson

RECEIVED
MAY 16 1962
FOR FILING

5897

May 15, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 3
May 25, 1962 Meeting

Gentlemen:

J. F. Kenen Construction Company, Inc., contractor on the West Ranch-Iowa School project, Island City, Summerville Road in Union County, Contract No. 5897, has requested that an increase in the number of workdays be allowed under which the project is to be completed. The contractor has made this request on the grounds that (1) days were charged when the quarry was too wet to work in and (2) days were charged when his drilling subcontractor was shut down by strike.

The contractor's claims have merit, and it has been determined that 10 days were charged when the quarry was too wet to work. It has also been determined that the drilling subcontractor was shut down by strike four days for which he was charged work time, before the general shutdown which came on July 5, 1961.

We, therefore, recommend the allowance of 14 additional days under which to complete this project.

This matter will be on the agenda for the May 25 meeting.

Very truly yours,

F. B. Stephenson
Acting State Highway Engineer

cc Mr. R. L. Porter
Mr. V. D. Wolfe
Mr. F. D. Morgan

FBK:bjh:er

Attachment

RECEIVED
JUL 2 1962
FOR FILING

S-75(5)
5897

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#3

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5897 Contractor J F KONEN CONSTRUCTION CO, INC

Highway ISLAND CITY-SUMMERVILLE ROAD

Section WEST RANCH-IOWA SCHOOL

Kind of Work STONE BASE & OILING

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Granting 14 days as per attached letter.

May 25, 1962 for 14 days
Floyd Query

Recommended for Approval:

Division Engineer

F B Klaboe
Asst
Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	5897
Project designation (State-Federal)	S-75 (5)
Date awarded	April 17, 1961
Work started	August 17, 1961
Per cent completed (Date)	77% - 4-10-62
No. of Workdays Allowed	60
No. of Workdays Used	55
No. of Added Workdays Requested	15

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date March 26, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 60 days to 75 days, within which to complete our Contract No. 5897, without the assessment of liquidated damages. The said contract is described as follows: Stone Base and Oiling on West Ranch-Iowa School Section, Island City-Summerville Road

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached addendum:

[redacted] pectfully submitted,

J F KONEN CONSTRUCTION CO, INC
Contractor

By Donald J Konen
Donald J Konen - Vice-President

CONSENT OF SURETY

Date March 26, 1962

We, General Insurance Company of America

..., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

William R Totten
Attorney-in-fact
William R. Totten

(SEAL)

Robert Burlingame
Resident Agent
Burlingame Generl Agen
Milton-Freewater, Oregon

ADDENDUM

REQUEST FOR INCREASE IN NUMBER OF WORKDAYS - Contract No. 5897
West Ranch-Iowa School

March 26, 1962

REASON FOR REQUEST:

COPY

On June 1, 1961 we wrote Mr. Spivey, the Resident Engineer, requesting either Extension of Time or Shutdown Order on the project due to the wet weather. The quarry was too wet for operations and the newly constructed shoulders would not stand up under surfacing operations. We received no reply to this letter.

Again on June 19, we advised Mr. Spivey by letter that there was still several feet of water in the quarry and that we could not yet produce specification material in this quarry. This part of our letter of June 19 was not answered. However, on Mr. Spivey's Weekly Statement of Charges of Workdays he shows that on May 29th and 31st, "Quarry too wet for crushing" and on June 6th and 7th "Too wet for crushing operations; Shoulders too wet for blade and roller".

It was our contention that this quarry and roadbed were not suitable for work prior to June 19th as reflected in our letter of that date. However, we received no replies or consideration to our requests.

With reference to our letter of protest dated July 17th, 1961 of Time Charges after July 4, 1961 due to the labor strike; this protest was allowed and time charges reduced. However, after that date it was brought to our attention that Yardley Construction Co, who were doing our quarry drilling and shooting, were prevented from starting this work on June 27th. Some picketing by the Union was begun on June 26th and this action apparently prevented our drillers from starting this work.

On the first instance we are requesting an additional time reduction of 10 days from June 1 to June 19, 1961 due to the wet and soft roadbed conditions and standing water in the quarry. On the second instance we are requesting additional time reduction of 5 days due to the labor strike of last summer.

Total time extension requested is 15 days.

FORM E-30 80M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1962

SUBJECT: Increase in Work Day Count
West Ranch-Iowa School Section
Island City-Summerville Road
Contract No. 5897

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

Attached is a Contractor's Request for Increase in Number of Workdays to Complete Construction Contract submitted by J. F. Konen Construction Co., Inc., contractor on the above-named project. The contractor requests an increase of 15-days from the originally specified 60-days to a new total of 75-days.

The reasons presented by the contractor as justification are:

(1) Quarry was too wet until June 19. A letter was received by the Resident Engineer on June 19 requesting consideration of the use of another source of crushed material due to "several feet of water" in the specified quarry. The use of the alternate source was denied, but no reduction in workday count was made at that time. As of June 19, the contractor had been charged 10 workdays, and it is recommended that he be allowed these 10-days as requested.

(2) The drilling sub-contractor was stopped by a strike on June 27. The days June 27, 28, 29 and July 3 were charged as workdays. This sub-contractor, Yardley Construction Co., Inc., P. O. Box 666, Yardley, Washington, was contacted and has records to substantiate this shutdown. It is, therefore, recommended that an additional 4-days be allowed for this reason.

Thus, a total of 14-days additional is recommended.

This is a Federal-Aid secondary project, so approval of the Bureau of Public Roads is not required. A rough draft of a letter to the Highway Commission is attached.

A small amount of surfacing material and the oil mat remains to be placed on this project. The contractor has used 55 of the 60-days originally allotted, and it is expected that he can finish the project within the time limit without liquidated damages if he is allowed the additional time as recommended.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh
Attachments

RECEIVED
MAY 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

J. F. KONEN CONSTRUCTION CO., INC.

GENERAL CONTRACTOR
PHONE SH 3-3323
LEWISTON :: IDAHO

June 19, 1961

R.R. Spivey, Resident Engineer
P.O. Box 908
La Grande, Oregon

Re: West Ranch - Iowa School
Contract No. 5897

Dear Sir:

In examining the quarry site on this project last Wednesday, June 14th, I noticed the east end of the rock quarry still has several feet of water standing in it. I am sure I could not crush material to specifications in that quarry with this water condition. Also the water would require using a more expensive type of blasting powder to blast the quarry and require more time.

I assume the water is only surface water from the unusual heavy rains of the past two months; and that it should now subside with the hot and dry weather of the past few days.

However, in going over this project I noticed another State Pit site about three miles north of the north end of this job and on the left, or west, side of the highway. This pit has a sign placed near the entrance and designating it as a State Pit. It is a gravel source; and although the haul would be much greater, I believe we could use this pit to our advantage if available. The pit is dry and would insure a better operation for us.

Would you advise us as to the availability of this pit? Also, from previous use and tests, would the pit provide a material with sufficiently low P.I. with a one - half or three - quarter inch scalping screen?

If this pit is available and your previous usage indicates it

RECEIVED
DIVISION OFFICE
LA GRANDE

will provide usage indicates it will provide suitable material; we will request a change of source.

Sincerely,

J F KOMEN CONSTRUCTION CO., INC.

by________________________
Vice - President

J. F. KONEN CONSTRUCTION CO., INC.

GENERAL CONTRACTOR
PHONE SH 3-3323
LEWISTON :: IDAHO

June 1 ?

R.R. Spivey, Res. Engineer
P.O. Box 908
La Grande, Oregon

Re: West Ranch - Iowa School
Island City Summerville Road
Contract No. 5897

Dear Sir:

With reference to the above project; this is our request for either an Extension of Time or Shutdown Order on this contract.

It is our contention that because of the unusual wet weather it would not be possible to operate in the quarry, and also the surfacing operations would damage the newly constructed shoulders.

We therefore respectively request a delay in starting this job of thirty days.

Sincerely

J F KONEN CONSTRUCTION CO. INC.

by____________________
Vice- President

RECEIVED
1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5897

March 30, 1962

J. F. Konen Construction Co., Inc.
P. O. Box 668
Lewiston, Idaho

Gentlemen:

Receipt is acknowledged of your request for extension of time without the assessment of liquidated damages on the West Ranch-Iowa School Section, Contract No. 5897. The request is being sent to the field office for their analysis and recommendations.

I suggest that in the future, communications concerning a project be directed to the Resident Engineer or Division Engineer. Since we must always request their comments, your requests would receive quicker action.

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson✓
R. L. Porter
A. F. Parson

NOTED
G. S. PAXSON

RECEIVED
DEC 19 1961
FOR FILING
5897

December 18, 1961

Union Oil Company of California
P. O. Box 76
Portland 7, Oregon

Attention Mr. J. G. Mertz

Gentlemen:

This is to acknowledge your letter of December 15 concerning the status of the J. F. Kemen Construction Company, Inc., Contract No. 5897--stone base-oiling, West Ranch-Iowa School Section on the Island City-Summerville Road in Union County.

Our Construction Division informs us that this contract was approximately 65 per cent complete as of December 8. The estimated completion date is June 1, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:kp

Union Oil Company of California

P. O. BOX 76 PORTLAND 7, OREGON

December 15, 1961.

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

CONTRACT #5897
Prime Contractor:
J. F. KONEN CONSTRUCTION CO., INC.

It is our understanding that Contract #5897 awarded to the subject has been completed and we shall appreciate being advised the official acceptance date.

We enclose a postage-paid envelope. Thank you.

Yours very truly,

JGMertz

Credit Department

J.G.MERTZ
JGM:eac
Enclosure

12/8/61 Approx- 65% complete

RECEIVED
DEC 18 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

FORM 401 P

RECEIVED
AUG 22 1961

FOR FILING

5897

August 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 17, 1961, on Contract No. 5897, West Ranch-Iman School Section, in Union County, in connection with Federal Aid Project No. S-75(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bm

RECEIVED
MAY 16 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

8-75(5)
5497

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 16, 1961

J. F. Konen Const. Co. Inc.,
P. O. Box 668
Lewiston
Idaho

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5897, awarded April 17, 1961, for stone base-oiling the West Ranch-Iowa School Section of the Island City-Summerville Road in Union County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 13 1961
FORM E-20X 90M 2-60 26119

FOR FILING
F-75-(5)

5897

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
4/17/61

SUBJECT: FAS Advance Deposit
Union County

To: Mr. R. L. Porter
OFFICE

We have received this date Union County's deposit covering the county's share of the estimated cost for construction of the West Ranch-Iowa School Section of FAS 481.

The project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engineer

JDG:mm

cc: G. S. Paxson

NOTED
[illegible]

RECEIVED
APR 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 14 1961
FOR FILING

F-75(5)

5897

April 13, 1961

County Court of Union County
Court House
La Grande, Oregon

Gentlemen:

We are enclosing for the records and files of Union County a fully executed copy of an agreement between the State Highway Commission and Union County covering the West Ranch-Iowa School Section of FAS 481.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc/

RECEIVED
APR 17 1961
FOR FILING

F-25(5)

5897

4-14-61

Salem, Oregon
April 13, 1961

MISC. CONTRACTS and
AGREEMENTS No. 2361

FAS Project Agreement
FAS 481, Union County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with Union County covering the West Ranch-Iowa School Section of FAS 481.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Union County

Secretary

rn
Attach" 1

114,000

FORM E-30X 50M 7-59 22129

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/7/61

SUBJECT: FAS Project Agreement
FAS 481, Union County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the West Ranch-Iowa School Section of FAS 481. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 8/18/60.

John D. Graham
County & City Relations Office Engr.

JDG:mm
Att.

GSPaxson

8-18-60 Min Page 25
Lloyd Query

S-14(12) Briggs Camp-Cascade Lakes Jct.
section of the N. Umpqua Road,
#5898 N. of Diamond Lake 1961

CIA
2363
4-20-61

7-26-63 NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
DON HA[illegible]WELL

MEMO TO FILES

Briggs Camp-Bear Creek Road, 210-1070
FAS 253, Douglas County

This project was financed 100% with county funds. Letter from this office requested advance deposit of $254,900. Check delivered to this office was given to J. A. Hardie, in the Office Engineer Division, who handled the billing. Final settlement was made by that office and a refund of $2,007.10 was made on May 16, 1962.

Verne R. Jones
County & City Planning Engineer

VRJ:mm
7/26/63

[illegible]

NOTED
V. R JONES

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	CC [illegible]		[illegible]

NOTED
H. S. COX

INVOICE NUMBER 79332

- Douglas County
- Courthouse
- Roseburg, Oregon

Attn: County Court

RECEIVED
AUG - 2 1963
ENGINEER
COUNTY & CITY DIVISION

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing, [illegible] Section, FAS [illegible]. Covered by Agreement dated April 5, 1961.			
Original advance deposit		[illegible]	
Less amount previously transferred		[illegible]	
			[illegible]
County's share as per attached statement		[illegible]	
Less amount previously transferred		[illegible]	
			[illegible]

NOTED
DON HARWELL

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

RECEIVED
AUG - 2 1963
ENGINEER
COUNTY & CITY DIVISION

A 150 (REVISED 7-60)

NOTED
H. S. COX

August 1, 1963

NOTED
DON HARWELL

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
JOHN D. GRAHAM

NOTED
R. H. PRANGE

Gentlemen:

Final costs are now available on the Briggs Camp-Cascade Lakes Junction Section of FAS 253, Contract No. 5898, as shown in the attached cost statement.

In accordance with an agreement dated April 5, 1961, the amount of $73.42 is due the State. You will be billed for this amount by our accounting division within the next few days.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm
Att.

NOTED
R. M. ALLISON

NOTED
V. R. JONES

RECEIVED
SEP 26 1962

FOR FILING

3-14(12)
5898

September 26, 1962

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

Contract #5898 awarded to Warren Northwest, Inc., for stone base-paving the Briggs Camp-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County was completed on July 31, 1962, and accepted by the Highway Commission on September 20, 1962.

Final payment, in the amount of $9,515.50 will be released to the contractor on or after October 3, 1962. The total contract amount is $313,295.66 including $927.39 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland 4, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

[redacted]

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
DON HARWELL

NOTED
R. H. PRANGE

September 24, 1962

Mr. H. S. Cox
City and County Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cox:

Please send us the maps of the North Umpqua Road and the Cascade Lakes Highway in Douglas County. The Highway Department improved this section of road for Douglas County under the F.A.S. plan. I believe the map numbers are 8B-18-3 and 8B-15-21.

Very truly,

Al. H. May
County Engineer

AHM/hb

OK

Sent by mail
9-25-62
Don Harwell

RECEIVED
SEP 25 1962
ENGINEER
COUNTY & CITY RELATIONS

Briggs Camp - Cascade Lakes Jct
& Briggs Camp - Rock Creek

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report FINAL REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1962

Section Briggs Camp - Cascade Lakes.Jct.	Kind of work Paving
Highway No. Umpqua Co.Rd. County Douglas	Section prefix 510 - 1076
Contractor Warren Northwest, Inc.	Contract number 5898
Date of contract April 18, 1961	Specified work days 90
Date work started May 16, 1961	Work days used 88
Project authorization $ 355,606.88	Per cent of time elapsed 97 %
Exclusive of engineering $ 330,319.28	

Estimated cost of completed project, exclusive of engineering $ 330,319.28

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 25,289.00

Engineering cost to date $ 39,507.00, 156.2 %

Date project was completed July 31, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
——	100	——	——	100	100	——

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate data submitted to Division Office on August 31, 1962.

Field party to set permanent reference markers and B M's in month of Sept., 1962.

NOTED R. L PORTER

CONSTRUCTION DIVISION
RECEIVED
SEP 4 1962
CE ACE ACE CCE

FINAL REPORT

Signed O B Jackmond
O. B. Jackmond

Address ~~Ros~~ P. O. Box 1128, Roseburg, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R JONES

NOTED
R. H. PRANGE

NOTED
JOHN D. GRAHAM

August 16, 1962

Douglas County Court
Courthouse
Roseburg, Oregon

Gentlemen:

This is to advise you that work on the Briggs Camp-Cascade Lakes Section of FAS 253 in Douglas County was completed on July 31, 1962.

Under the terms of the agreement dated April 5, 1961, the County assumed maintenance and continued jurisdiction over the above project as of that date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

cc: Mr. Al May, County Engineer

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. H. PRANGE

NOTED
Harold C. Ayers

NOTED
V R JONES

Douglas County Expenditures on

North Umpqua Highway, FAS 253

County FAS Projects, County Share

Contract	Section	20% Matching Funds	100% County Funds	Total
3923	Lone Rock Bridge Section	$ 40,237	$ --	$ 40,237
5539	Bear Creek Rd-Cascade Lakes Jct	9,728	8,515	18,243
5898	Briggs Camp-Cascade Lakes Jct (Est)	62,400	43,607	106,007
	Briggs Camp-Bear Creek	--	252,900	252,900
		$112,365	$305,022	$417,387

Forest Highway Project Contracted by Bureau of Public Roads

County share on all projects	$1,400,213
County total contribution on construction projects	$1,817,600

County purchased right-of-way from Roseburg to Rock Creek, a distance of 22 miles.

Bureau of Public Roads estimates County's contribution on future Forest Highway projects to complete construction on this highway at $575,000.

County used FAS funds on Cascade Lakes Highway, FAS 855, from junction north of Diamond Lake, to connect North Umpqua Highway to Crater Lake-North Highway, using $50,266 of county funds.

VRJ:mm
August 13, 1962

TO R. L. Porter for his information VJ

RECEIVED
AUG 8 1962
FOR FILING

5898

August 7, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 31, 1962, on Contract No. 5898, Briggs Camp-Cascade Lakes Section, in Douglas County, in connection with Federal-Aid Project No. S-14(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By JAH
For L. H. Young
Office Engineer

cc: N. S. Cox

DBP:cr

RECEIVED
AUG 22 1961
FOR FILING

5944

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1961

SUBJECT: Briggs Camp-Cascade Lakes Jct.
Contract No. 5898

To:

MEMO TO THE FILE

A second discussion was held regarding the use of emulsion in the water for binder course on the Warren Northwest job on the Diamond Lake Highway. The cost appears to be in the neighborhood of $10,000. I would recommend against such expenditure. Mr. Batie is not in favor of such expenditure and will attempt to put the asphalt binder in place as fast as sections can be made ready.

Tom Edwards

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper ✓
R. L. Porter
F. D. Morgan
Richard Mursell

RECEIVED
AUG 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 22 1961
FOR FILING

S-14(12)

5898

May 23, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 15, 1961, on Contract No. 5898, Briggs Camp-Cascade Lakes Jct. Section, in Douglas County, in connection with Federal Aid Project No. S-14(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
C. G. SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
5/2/61	cc 679		510-1076-297

INVOICE NUMBER
69390

Douglas County
Roseburg, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$106,000.00
Partial transfer county advance deposit for Briggs Camp-Cascade Lakes Junction Section, FAS 253. Covered by agreement dated April 5, 1961.			71,000.00
To be retained			$ 35,000.00

RECEIVED
MAY 3 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ______________________________

A 150 (REVISED 7-60)

5-11-61

Transaction No. RECEIVED MAY 22 1961	For -2 (9-1 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project Report No. FOR FILING S-14(12) 5898	**FEDERAL-AID PROJECT AGREEMENT**	County **Douglas** Project No. **S-14(12)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. 7 mi. W. to Cascade Lakes Hwy. Jct.
(Biggs Camp-Cascade Lakes Hwy. Jct.)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-10-61	6.9
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 347,704	Federal funds $ 187,200

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ____
(title)

By ____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer
By: ME Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

April 26, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Briggs Camp-Cascade Lake Junction Section, Project No. S-14(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14(12)

BRIGGS CAMP-CASCADE LAKES JUNCTION SECTION
OF THE UMPQUA ROAD IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 26, 1961

Type Code 6201
Roadway (Sta. 956+00 thru Equa. 1239+11.88=818+00 to Sta. 733+00) (Contract 5898)

Drainage Excavation, Unclassified	380 cu. yds.	$ 3.00	$ 1,140.00
6-inch Perforated Metal Drain Pipe	2,100 lin. ft.	1.20	2,520.00
8-inch Perforated Metal Drain Pipe	120 lin. ft.	2.50	300.00
Special Backfill in Drains	370 cu. yds.	4.80	1,776.00
Corrugated Metal Catch Inlets	4 only	57.00	228.00
Loose Riprap	34 cu. yds.	9.00	306.00
Guide Posts, Type W-2	280 only	6.85	1,918.00
Coarse Crushed Material in Base	63,000 tons	1.95	122,850.00
3/4" - 0 Material in Base	20,400 tons	2.15	43,860.00
Sprinkling	1,600 M-gals.	2.50	4,000.00
Preparation of Base	6.97 miles	100.00	697.00
3/4" - 0 Material in Binder Course	710 cu. yds.	4.00	2,840.00
RC-3 Asphalt	110 tons	50.00	5,500.00
Asphaltic Concrete Mixture	19,600 tons	4.15	81,340.00
Asphalt in Mixture	1,080 tons	37.00	39,960.00
Extra for Paving Approaches	18 only	20.00	360.00
Asphaltic Concrete Curbs	10,000 lin. ft.	0.60	6,000.00
			$315,595.00
Flagging (57½% of Contractor's Costs)	All Required		500.00
	Subtotal		$316,095.00
	10% Engr. & Cont.		31,609.00
	Total		$347,704.00

Length of Roadway . . . . 6.972 Miles
Cost of Roadway Per Mile. . . . $49,871.48

Federal Funds	$187,200.00
State Funds	62,400.00
County Funds.	98,104.00
	$347,704.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

RECEIVED
MAY 10 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

3-111(12)
5898

May 9, 1961

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5898, awarded April 18, 1961, for stone base-paving the Briggs Camp-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

NOTED
C. G. SWENSON

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

RECEIVED
APR 27 1961
ENGINEER
COUNTY & CITY RELATIONS

April 26, 1961

[illegible] 253

Clarence Swenson
City and County Relations
State Highway Building
Salem, Oregon

Re: Project S-14(12)

Dear Clarence:

Will you please send me a recap of the Briggs Camp-Cascade Lakes Junction bids opened April 18, 1961.

Very truly,

Al. H. May

AHM/hb

Al. H. May
County Engineer

2 copies of Recap sent 4/27/61 by Lee Gatlin (Mail Room)

J F G

RECEIVED
APR 27 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
C. G. SWENSON

April 24, 1961

Douglas County Court
Courthouse
Roseburg, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $106,000 for the Briggs Camp-Cascade Lakes Junction section on FAS 253. Contract #5898 has been awarded to Warren Northwest, Inc.

Enclosed are a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

RECEIVED
APR 20 1961
FOR FILING

S-14(12)

5898

April 20, 1961

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing for the records and files of Douglas County a fully executed copy of an agreement between the State Highway Commission and Douglas County covering the Briggs Camp-Cascades Lakes Junction Section of FAS 253.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
APR 21 1961

FOR FILING

S-14(12)

5 898

Salem, Oregon
April 20, 1961

~~RAILROAD COMPANIES
FILE No.~~

FAS Project Agreement
Douglas County

MISC. CONTRACTS and
AGREEMENTS No. 2363

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with Douglas County covering the Briggs Camp-Cascade Lakes Junction Section of FAS 253.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
4/7/61

SUBJECT: FAS Project Agreement
Douglas County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Briggs Camp-Cascade Lakes Junction Section of FAS 253. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/29/61.

John D. Graham
County & City Relations Office Engr.

JDG:mm
Att.

Date 9-29-60, Min Page 32844
Lloyd Query
Secretary

MEMO TO FILES
4/19/61

Biggs Camp-Cascade Lakes Junction Section
FAS 253, Douglas County

I called Al May re material sources for subject project and told him Warren Northwest was almost positive that they would use prospective source no. 1 (North Diamond Lake Quarry); however, that there was some possibility that they might want to use source no. 2 (Sheep Creek Quarry) which they have not looked at.

Mr. May told me in view of this he would obtain Forest Service Use Permits on both of these sources.

C. G. Swenson
C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: Tom Edwards (Attention Fred Klaboe)

JOHN D.

NOTED
C. G. SWENSON

Salem, Oregon
3/14/61

Bigga Camp-Cascade Lakes Jct. Project
FAS 253, Douglas County

Mr. Tom Edwards
OFFICE

The specifications on the above project will list three prospective sources of materials, any one of which will be made available to the contractor. As soon as we have a contractor on this project the Douglas County Court should be notified promptly which source the contractor intends to use so the county can obtain a use permit from the Forest Service.

C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: R. L. Porter, Attention V. G. O'Neil

RECEIVED
APR 18 1961
FOR FILING

2-14(12)

#5898

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
4/17/61

To: Mr. R. L. Porter
OFFICE

SUBJECT: FAS Advance Deposit
Douglas County

We have received this date Douglas County's advance deposit covering the county's share of the estimated cost for construction of the Briggs Camp-Cascade Lakes Junction section of FAS 253.

This project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engineer

JDG:mm

cc: G. S. Paxson

RECEIVED
APR 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
4/17/61

FAS Advance Deposit
Douglas County

Mr. C. H. Maison
OFFICE

Attention: Mr. John Herr

Attached is Douglas County's warrant in the amount of $106,000. This amount represents the county's share of the estimated cost for construction of the Briggs Camp-Cascade Lakes Junction section of FAS 253.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

April 13, 1961

RECEIVED
APR 17 1961
ENGINEER
COUNTY & CITY RELATIONS

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: H. S. Cox, Assistant County & City Relations Engineer

Dear Mr. Cox:

We are enclosing our warrant in the amount of $106,000.00 payable to the Oregon State Highway Commission - our County Advance Deposit - for construction of the Briggs Camp-Cascade Lakes Junction Section of FAS 253.

Very truly yours,

DOUGLAS COUNTY ROAD DEPARTMENT

A. H. May
Al H. May
Douglas County Engineer

AHM:gs
Enc.

April 12, 1961

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

Dear Mr. May:

On April 11, a satisfactory bid was received from Warren Northwest, Inc., of Portland, Oregon for construction of the Briggs Camp-Cascade Lakes Junction Section of FAS 253. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid items	$315,595.00	
Anticipated additional items		
Flagging (State share)	500.00	
Engineering & contingencies (12-1/2%)	39,511.88	
Estimated Total Cost	$355,606.88	
County Advance Deposit		
100% in excess of $312,000	$ 43,606.88	
20% of $312,000	62,400.00	
REQUIRED CASH DEPOSIT	$106,006.88	or say $106,000

Please make this deposit by means of a check or warrant in the amount of $106,000 payable to the Oregon State Highway Commission, forwarding same to this office. When this deposit is received, a contract can be awarded for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:[redacted]

March 30, 1961

Mr. Al May
Douglas County Engineer
Courthouse
Roseburg, Oregon

Dear Mr. May:

Enclosed are two copies of the agreement covering the Briggs Camp-Cascade Lakes Junction project on FAS 253 which have been signed by the County Court. It is necessary that these signatures be attested by the county clerk. Would you please have the clerk attest these signatures, affix the county seal, and return both copies to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm
Encl.

[redacted]

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

March 28, 1961

Clarence Swenson
City & County Relations Engineer
State HighwayBuilding
Salem, Oregon

Dear Clarence:

Enclosed are two signed copies of agreement between Douglas County Court and Oregon State Highway Commission concerning F.A.S. pavement Project S-14(12) North Umpqua Road.

Very truly,

Al. H. May

AHM/hb
enc.

Al. H. May
County Engineer

March 22, 1961

NOTED
C. G. SW[illegible]

Douglas County Court
Courthouse
Roseburg, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Briggs Camp-Cascade Lakes Junction Section of FAS 253.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $382,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than April 7.

It is presently planned to accept bids for this project on April 11, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
H. S. COX

[illegible]

Salem, Oregon
2/20/61

Guard Rail
Biggs Camp-Cascade Lakes Jct.
FAS 253, Douglas County

Mr. Tom Edwards
OFFICE

Attention: Mr. D. J. Barbee

NOTED
Harold C. Ayers

The matter of guard rail on the subject project has been discussed with Mr. Elmer Metzger, County Commissioner, and he requested that guard rail installation be omitted from the contract and this would be done with county forces.

C. G. Swenson
County and City Relations Engineer

CGS:mm

cc: Frank Hall

NOTED
H. S. COX

NOTED
G [illegible]

NOTED
Haroid C. Ayers

MEMO TO J. W. NASH
11/25/60

FAS 253, DOUGLAS COUNTY

TERMINI: WEST END - .56 mile west of Stump Lake at junction of Big Camas Road and Clearwater Road.
EAST END - Junction of North Umpqua Road with Cascade Lakes Road, (FAS 855).

PROPOSED WORK: Construct a 2-lane high type pavement.

PROJECT LENGTH: 6.99 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$428,000	~~$256,800~~ 175,200	~~$85,600~~ 58,400	~~$85,600~~ (County) 194,400

EXISTING FACILITIES: Entire project has been finished to a 38' subgrade width. Coarse base rock has already been laid on the easterly 1.63 miles.

STRUCTURES: None.

ADJACENT SECTIONS:
EAST END - 22' A.C. pavement with 2' shoulders (FAS 855, Contract #5516).
WEST END - Presently under contract by B.P.R. Roadway to be finished to 35' wide subgrade with 26' width after surfacing.

PROJECT DATA: Place 2½" crushed base on easterly 1.63 miles; place 12½" crushed base on westerly 5.36 miles and construct a 22' wide asphaltic concrete wearing surface with 4' shoulders over the entire project. On the high fills type G-1 A.C. curbs will be placed on the outer edge of the shoulders and the shoulders will be paved with A.C. This treatment is necessary due to use of pumice materials in the fills.

ROW WIDTH:	Minimum 200'
MINIMUM DESIGN STANDARD:	No exceptions.
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None
PUBLIC HEARING:	None
UNUSUAL OR COMPLICATED SITUATIONS:	None

Route data submitted under Project S-14(11).

HSC:mm

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Salem, Oregon
November 23, 1960

Briggs Camp-Cascade Lakes Jct.
North Umpqua Road
FAS 253, Douglas County

Mr. Tom Edwards
Construction Engineer
OFFICE

The above-mentioned project data has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

The attached estimate compiled by this office was ok'd by the cost analyst department November 21, 1960.

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

DOUGLAS COUNTY
PROPOSED PROJECT

FAS 253, Briggs Camp-Cascade Lakes Junction Section, $318,000. The proposed project is to place base rock surfacing on the westerly 5.4 miles and to place an asphaltic concrete pavement 22' wide with 4' shoulders on the entire 7.0 miles section. The grading work is presently under construction and the placing of base rock on the easterly 1.6 miles is included in one of the two grading contracts. The county plans to have the binder course placed on the easterly 1.6 miles.

60-g
8/19/60 Approved 9-30-60

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED

Salem, Oregon
August 25, 1959

Cascade Lakes Highway-Briggs Camp Section
FAS 253, Douglas County

Mr. Tom Edwards
OFFICE

See Briggs Camp-Bear Cr Section
6-10-66 Agree

NOTED
JOHN D. GRAHAM

Douglas County Commissioner Elmer Metzger is a telephone call this date, plus in numerous previous conversations, advised that the county is very desirous of splitting the subject named project into two parts for grading. One section would extend from the Cascade Lakes Junction westerly across Lake Creek, a distance of approximately 3 miles, and the other section would be from Lake Creek westerly to the project end.

According to Mr. Metzger the first section from the Cascade Lakes Junction to Lake Creek will generally follow the existing road and the county would like to place this section under contract as soon as possible so that it could be graded this year as only light grading is involved. This would permit the placing by the county of 14,000 cubic yards of crushed rock which is available to the county from the Forest Service and the paving of this section next year.

The second section from Lake Creek west will be on new alignment and would be contracted in 1960. Due to the short construction season the county feels it would delay the completion of the over-all project by a year if both sections were treated as one project and contracted in 1960.

In the event our bid lettings on federal-aid projects are still being held up, Mr. Metzger advised that they would be willing to put up 100% county funds for the Cascade Lakes Junction-Lake Creek Section, grading, if the survey of this section could be completed in the near future.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: W. C. Williams

NOTED
V. R. JONES

NOTED
Harold C. Ayers

RECEIVED
AUG 26 1959

NOTED
JOHN D. GRAHAM

LOCATION PROSPECTUS
CASCADE LAKES ROAD-BRIGGS CAMP SECTION
FAS 253 (NORTH UMPQUA ROAD)
DOUGLAS COUNTY

8-24-59

The following prospectus is submitted concerning the above mentioned section of North Umpqua Road (FAS 253), which is a county road on the Federal Aid Secondary System. The easterly terminus of the project is at the intersection of North Umpqua Road (FAS 253) with the Cascade Lakes Road (FAS 855). The westerly terminus is at Briggs Camp, which is 0.05 mile westerly of Trap Creek. The overall length of the project is 8.2 miles. The section lies within the limits of the Umpqua National Forest.

This will be a location survey to prepare plans and estimates for grading and paving. The general route will follow the existing road with alignment improvement in the vicinity of Lake Creek. An alternate route lying southerly of the existing road will be studied. There are no towns affected by this project.

Reconnaissance is not necessary. Soils investigation has been conducted. There are no special drainage problems. An economic analysis is not needed at this time.

Traffic counts are not available on this portion of North Umpqua Road. This will be a Class D-55 highway with a maximum grade of 6 per cent and a maximum curvature of 8 degrees. The typical section will consist of a 22-foot roadway with 4-foot shoulders. The approved base design by G. L. Decker is:

	New Work	Over Existing
Paving, base and wear	3½" A.C.	3½" A.C.
Level Course	2 " 3/4"-0	2 " 3/4"-0
Bottom course base	10½" Coarse Crushed	4½" Coarse Crushed
		4 " Credit, existing
Totals	16"	14"

Rise and fall and central angle data are not available at this time.

State and Federal standards have been exceeded at the request of the county court. Further deviations are not anticipated.

This will be a limited access highway with approach and connection locations controlled by the Forest Service. There are no interchanges, railroad crossings or major stream crossings.

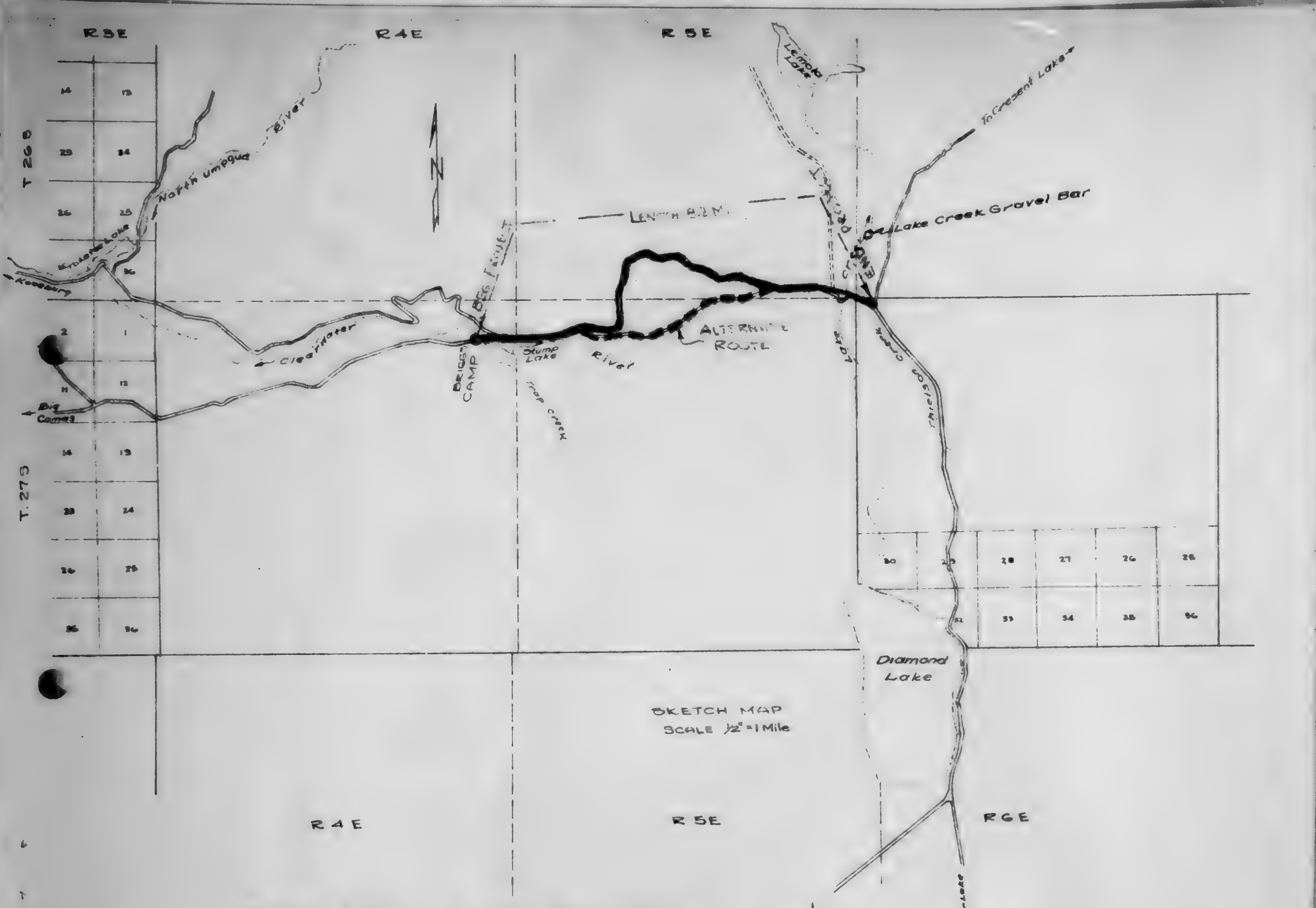
Material is available from a gravel bar in the vicinity of Lake Creek, 1.15 miles northerly of the existing road. Additional material may be available from a quarry site near M.P. 3.5 on the Cascade Lakes Road Project.

Diamond Lake Resort is about 6 miles southerly of the easterly end of this section.

August 24, 1959

Attachment

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
F. D. Morgan (2)
K. D. Limbocker
C. H. Armstrong
Mark Astrup
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright



PROSPECTUS SKETCH

NORTH UMPQUA ROAD FAS 253

DOUGLAS COUNTY

CASCADE LAKES HWY ~ BRIGGS CAMP SECTION

W. B. MERRILL, LOCATING ENGINEER JUNE 1959

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
C. G. [illegible]

Section [illegible] Highway [illegible] County [illegible] Prefix [illegible]

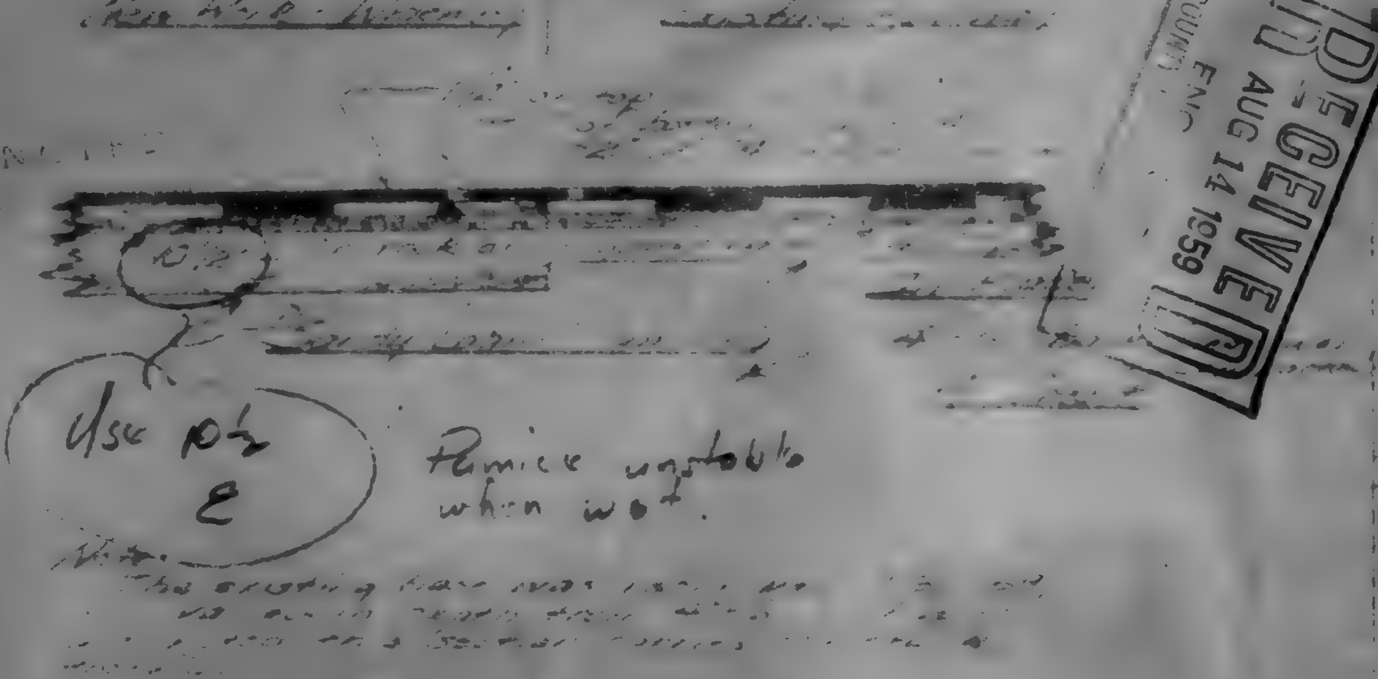
Res. Engr. [illegible] Length of Project [illegible] Miles. [redacted] [illegible] to [redacted] [illegible] Date [illegible]

[illegible] - 24 **TYPICAL SECTIONS** [illegible]

RECEIVED
AUG 14 1959
ENG
COUNTY

NOTED
V. R. JONES

NOTED



Use 10½
E

Pumice unstable when wet.

Note:
[illegible]

Required		Desired	
Base & Wear		Near	Rear
Crushed	Not Crushed	Base, Sub, All	[illegible]
		3½	Level
		2	
		10½	Gr. Base
		3½	
		2	
		4½	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI
[illegible]										

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
[illegible] Division

Submitted by S. L. Decker

Recommended by [illegible]

Recommended by [illegible]

Approved [illegible]

S-462(1) Deschutes Co. Rd. Oiling, near
Terrebonne, Tumalo & Bend.
#5899 1961

C&A

2362

2-13-61

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
DON HARWELL

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-29-62	SC 745		509-1059-297

Contract 5899
1961 Oiling

- Deschutes County
- Bend, Oregon
- Attn: County Court

INVOICE NUMBER **73808**

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$23,801.49	
Less amount previously transferred		17,801.49	
			$ 6,000.00
County share as per attached statement		24,515.02	
Less amount previously transferred		17,801.49	
			6,713.53
Balance due			$ 713.53

NOTED
JOHN D. GRAHAM

RECEIVED
[illegible] 1962
ENGINEER
COUNTY & CITY RELATIONS

A 150 (REVISED 7-60)

NOTED
DON HARWELL

NOTED

March 28, 1962

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

Final costs are now available for the Deschutes County Roads Oiling Project of 1961, FAS Routes 784, 894, 900, and 901, covered by agreement dated April 5, 1961, as shown in the attached cost statement.

In accordance with this agreement, a balance of $713.53 is due the State on this project. A billing form for this amount will be forwarded from our accounting division within the next few days. Please make payment upon receipt of this billing form.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V. R. Jones
County & City Relations Planning Engineer

VRJ:mm
Att.

RECEIVED
[illegible] 1962
FOR FILING

Deschutes County Roads
Contract No. 5899

January 26, 1962

FAS Nos. 784, 894, 900, 901
Deschutes County

FINAL COST ANALYSIS
Oiling
Contractor: Babler Bros.
Resident Engineer: R.H. Clark

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	11.37	Mile	250.00	232.76	2,646.49	2,842.50
Furnish & Place Aggregate	6,179	Cu.Yd.	6.05	4.70	29,026.03	37,382.95
RC-3 Asphalt	166.11	Ton	48.00	42.91	7,127.02	7,973.28
200-300 Asphalt	456.35	Ton	45.00	39.78	18,152.65	20,535.75
Sprinkling	915	M-Gal.	3.00	2.74	2,506.24	2,745.00
EW1 Flagging	All				527.43	303.27
					$59,985.89	$71,782.75

Gross Revenue	$ 71,782.75
Total Cost	59,985.89
Net Profit	$ 11,796.86

Net Profit equals 16.43% on Gross Revenue

NOTED
[illegible]

RECEIVED
FEB 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST - Contract No. 5899

Labor:		
Labor (All)	$ 7,015.95	
Labor Insurance	584.29	
Welfare and Pension	376.70	$ 7,976.94
Materials:		
Aggregate	11,999.60	
RC-3 Asphalt	5,857.39	
200-300 Asphalt	14,836.90	32,693.89
Equipment Rental and Miscellaneous Expense:		
Equipment Rental, Owned	7,443.04	
Equipment Rental, Hired	4,087.99	
Gas and Oil	1,676.86	
Bond	196.39	
Home Office and General Overhead	3,589.14	
P.L. and P.D. Insurance	100.33	
Move In	1,706.60	
Small Tools and Miscellaneous Expenses	514.71	19,315.06
TOTAL COST		$ 59,985.89

Remarks - Contract No. 5899

This was a "Federal Aid Secondary Project" for the construction of type 0-9 and type 0-11 oil mat wearing surfaces on four units of county roads in Deschutes County, designated as FAS Route numbers 894, 784, 900 and 901 in the Bend area.

The bid was received April 11, 1961, accepted subject to certain conditions April 14, 1961, and awarded April 24, 1961. Work was started May 8, 1961, the project completed July 3, 1961 and formally accepted July 28, 1961.

There was some delay while the county got the base on Units "C" and "D" but nothing that conflicted with operations. Sound bidding and good operations resulted in a good profit of 16.43% on the gross revenue.

M. N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
AUG 10 1961
FOR FILING

5899

August 9 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5899 for oiling county roads (FAS Routes:#784; #894; #900; #901) in Deschutes County was completed by the contractor, Babler Bros. Inc., on July 3, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of $2,144.38 will be released to the contractor on or after August 16, 1961. The total contract amount is $71,782.75, of which amount $303.27 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 8, 19 61

Section Deschutes County Roads

Kind of work Oiling

Highway 4 FAS Routes County Deschutes

Section prefix 509-1059

Contractor Babler Brothers, Inc.

Contract number 5899

Date of contract 4-24-61, 19

Specified work days 50

Date work started 5-8-61, 19

Work days used 35

Project authorization $ 74,208.38

Exclusive of engineering $ 68,931.34

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $ 71,879.48

~~Estimated~~ per cent overrun ~~or underrun~~ 4.28 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 5,227.04

Engineering cost to date $ 3,000.00, 57.39 %

Date project was completed July 3, 19 61

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		None	100	Comml. Purch.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Units "A" & "B" were started during the week of May 20-25 (the Final Seal was placed on Unit "B", June 15).

Units "C" & "D" were started June 25 & completed July 3.

The Semi-final Estimate was submitted to the Division office July 6, 1961.

Final report

NOTED

RE

NOTED 24B

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed R. H. Clark R H Clark

Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				11.37	
Miles partially completed					
Miles completed				11.37	
Total estimated quantities (contract)				5,660 c.y. 600 ton	
Total quantities corrected to date				6,179 622	
Estimated quantities moved or placed to date				6,179 622	
Average daily quantities				562 57 (11 da.)	
Average daily quantities necessary to complete project on time				Compl.	
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...1...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair & Warm		
Monday	"		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUL 7 1961
FOR FILING

5899

July 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 3, 1961, on Contract No. 5899, Deschutes County Roads Oiling Section, in Deschutes County, in connection with Federal Aid Project No. S-462(1), S-463(1), S-464(1), S-465(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. L. Porter
Office Engineer

DBP:lt
cc: Clarence C. Svenson

NOTED
C. G SWENSON

NOTED
[illegible] C. Ayers

NOTED
V. R. JONES

ACG BND 223 6-29-61 8:25AM

CLARENCE SWENSON

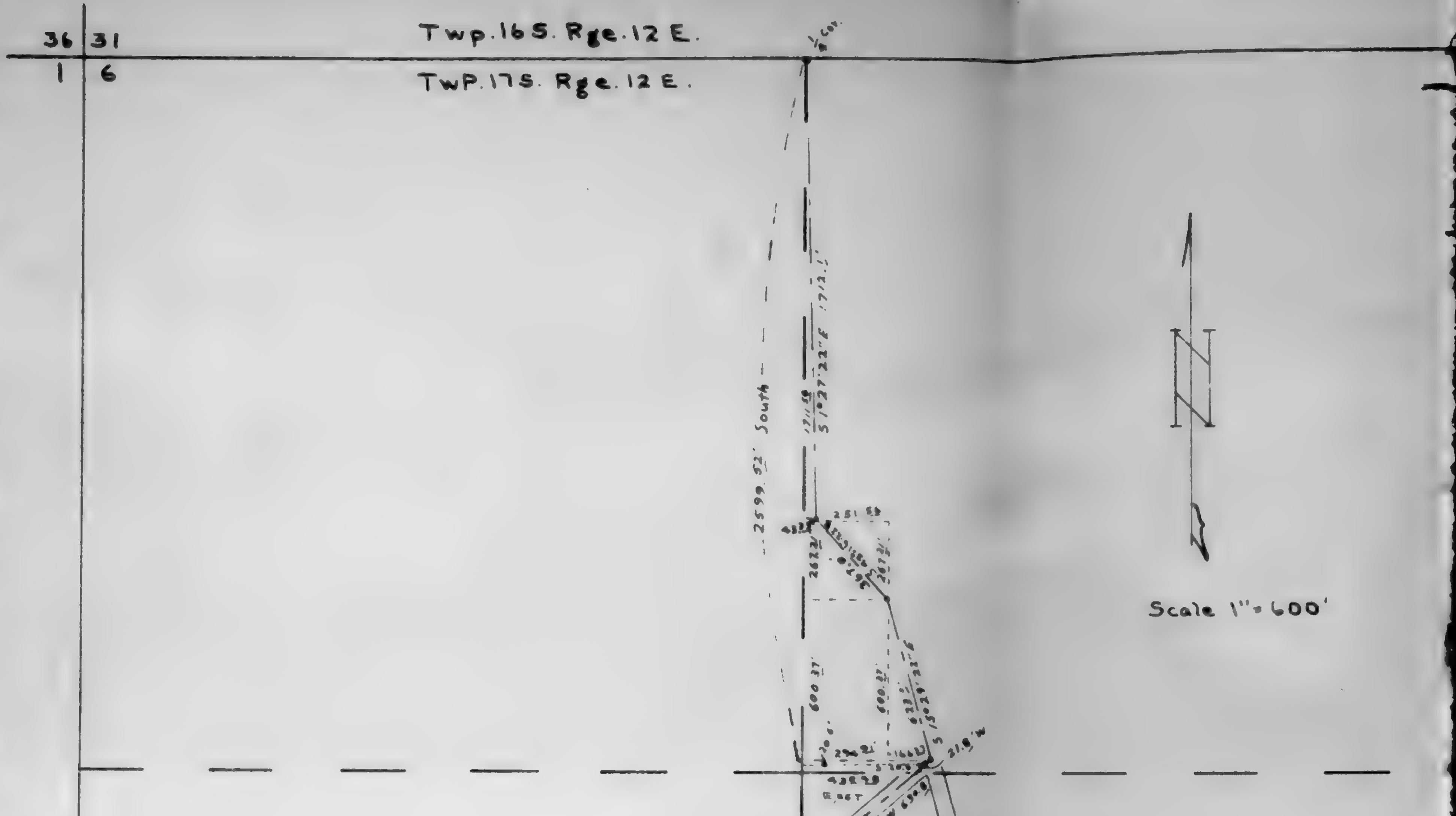
HAVE YOU DETERMINED IF FAS RTE 900 DESCHUTES COUNTY ROADS HAD BEEN LENGTHENED BY 20 STATIONS OR IS THAT PORTION 100 PERCENT PARTICIPATION

CLARK

BM
-3.

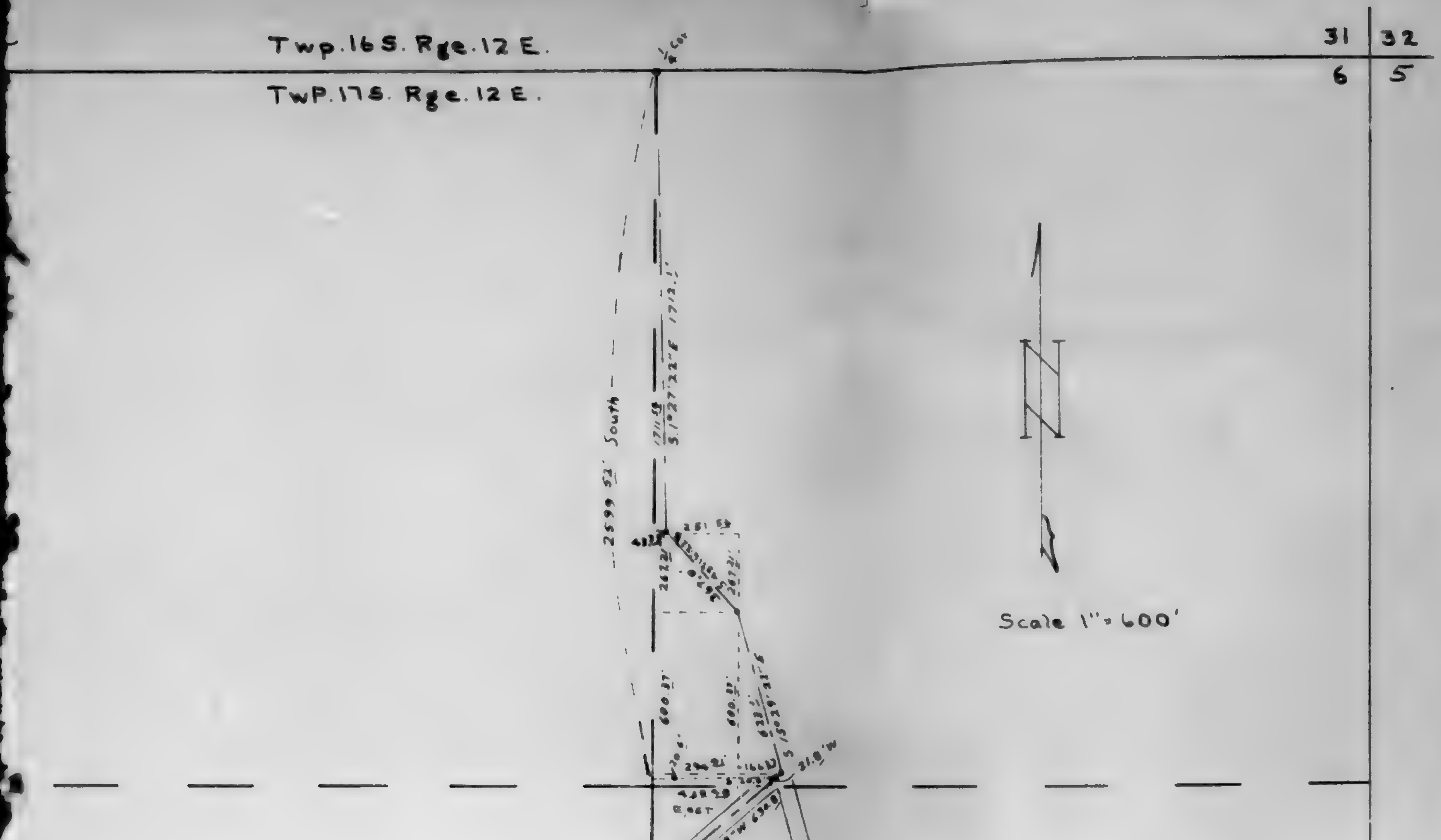
Called Clark re this - he will handle this extra work as a non-participating item in the semi-final
6/29/61 C.G.S.

May 1961
FAS 784

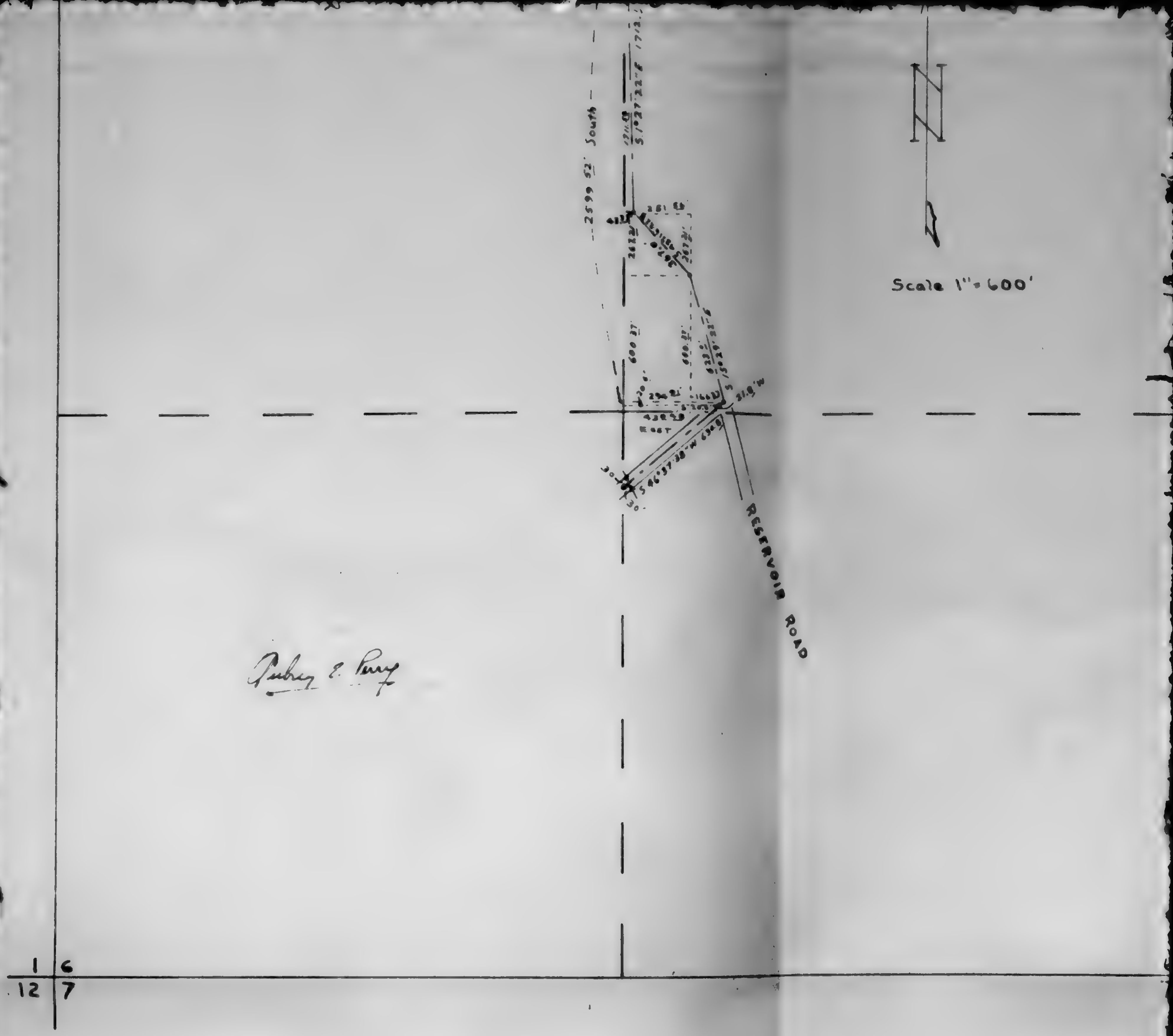


Aubrey E. Perry

May 1961
FAS 784



Aubrey E. Perry



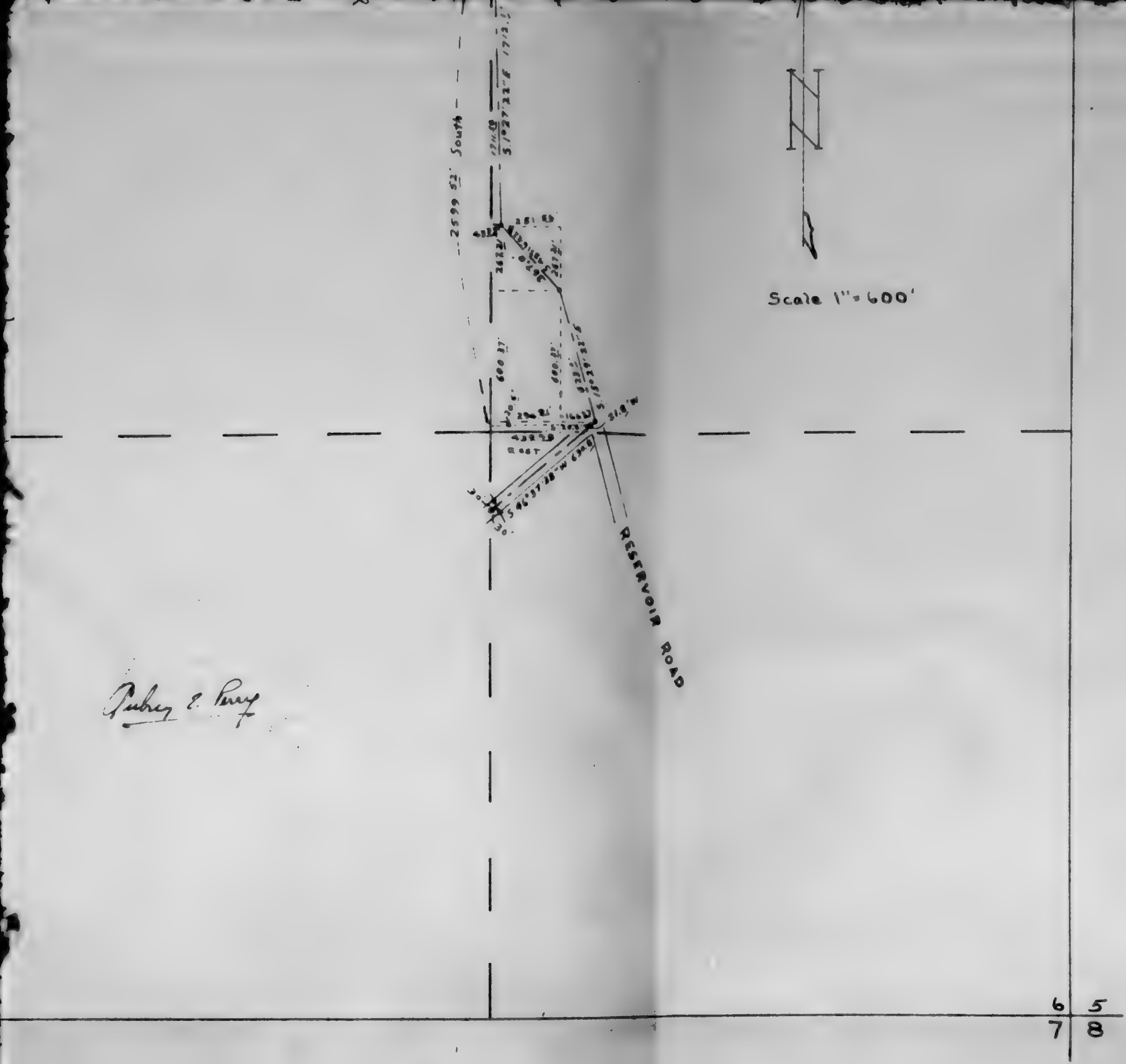
Aubrey E. Perry

Description for Johnson Road - From Oregon State Park Dept.

A tract of land for road purposes in the SW¼NE¼ and NW¼SE¼ of Section 6 Township 17S. Range 12 E.W.M. and being 60 feet in width; 30 feet on each side of the Center line of the road as follows:

Beginning at a point on the West right of Way line of the Reservoir Road south 2599.52' ft. and East 439.48' ft. from the ¼ section corner on the North line of Sec. 6 - Tp. 17S. - R. 12 E.W.M. and running, thence S.46°-37'-38"W. a distance of 630.8' ft. to the west line of the NW¼SE¼ of Sec. 6

Tracing received from Deschutes County 5-10-61;
Tracing and one print to Bill Shirley 5-12-61



Aubrey E. Perry

ription for Johnson Road - From Oregon State Park Dept.
t of land for road purposes in the SW¼NE¼ and NW¼SE¼ of Section 6 -
ip 17S. Range 12 E.W.M. and being 60 feet in width; 30 feet on each
the Center line of the road as follows:
eginning at a point on the West right of Way line of the
oir Road South 2599.52' ft. and East 439.48' ft. from the ¼ section
n the North line of Sec. 6 - Tp. 17S. - R.12 E.W.M. and running thence
'-38" W. a distance of 630.8' ft. to the west line of the NW¼SE¼ of Sec.

received from Deschutes County 5-11-61;
nd one print to Bud Shirley 5-12-61

RECEIVED
MAY 22 1961
FOR FILING

5-11-61

Monthly Transaction No. 5-93	Fo R-2 (8 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project Report No. S-462(1)	**FEDERAL-AID PROJECT AGREEMENT**	County Deschutes
		Project No. S-462(1)

5899 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd., Davidson Road
(Entire FAS Route 894)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-17-61	1.6
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 9,198	$ 4,300

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: M.E. Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

April 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Davidson Road Section, Project No. S-462(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt
Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-462(1)

DAVIDSON ROAD SECTION OF FAS ROUTE
894 IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 28, 1961

Type Code 3210
Roadway (Sta. 0+00 to Sta. 84+48)(Contract 5899)

Preparation of Base	1.6 miles	$ 250.00	$ 400.00
Furnishing and Placing Aggregates	700 cu. yds.	6.05	4,235.00
RC-3 Asphalt	23 tons	48.00	1,104.00
200-300 Asphalt	53 tons	45.00	2,385.00
Sprinkling	46 M-gals.	3.00	138.00
			$ 8,262.00
Flagging (57½% of Contractor's Costs)	All Required		100.00
	Subtotal		$ 8,362.00
	10% Engr. & Cont.		836.00
	Total		$ 9,198.00

Length of Roadway . . . . 1.607 Miles
Cost of Roadway per Mile. $5,723.70

Federal Funds	$ 4,800.00
State Funds	1,592.00
County Funds.	2,806.00
	$ 9,198.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

RECEIVED
MAY 22 1961
FOR FILING

5-11-61

Monthly Transaction No.	Fo R-2 (9 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
		County Deschutes
Project Report No. S 463(1)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. S-463(1)

5899 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Co. Rd. Approx. 2 mi. S. Tumalo S. 4.7 mi.
(Johnson Road)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-17-61	4.7
Other *(Specify)*		

FUNDS	
Estimated total cost of project $ 26,966	Federal funds $ 14,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

By: M.E. Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

May 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Johnson Road Section, Project No. S-463(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-463(1)

JOHNSON ROAD SECTION OF FAS ROUTE 784 IN

DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1961

Type Code 3210
Roadway (Sta. 0+00 to Sta. 248+16)(Contract No. 5899)

Preparation of Base	4.7 Miles	$250.00	$ 1,175.00
Furnishing and Placing Aggregates	2,055 Cu.Yds.	6.05	12,432.75
RC-3 Asphalt	67 Tons	48.00	3,216.00
200-300	157 Tons	45 00	7,065.00
Sprinkling	142 M-Gals.	3.00	426.00
			$24,314.75
Flagging (57½% of Contractor's Cost)	All Required		200.00
	Subtotal		$24,514.75
	10% Engr. & Cont.		2,451.25
	Total		$26,966.00

Length of Roadway - - - - - - - - - - - 4.700 Miles
Cost of Roadway Per Mile- - - - - - - - $5,737.44

Federal Funds -	$14,000.00
State Funds -	4,710.00
County Funds- -	8,256.00
	$26,966.00

State Funds for Const:	Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
Funds for Maint:	Chap. 529, laws 1939

5-11-61

RECEIVED
MAY 22 1961
FOR FILING

Mon[illegible] Transaction No.	Form 2 (9-1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. S-462(1)	FEDERAL-AID PROJECT AGREEMENT	County Deschutes
5899		Project No. S-464(1)

~~The State,~~ through its Highway Department, having complied with the terms ~~and conditions set~~ forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd., G.N.R.R. Xing W., 2.6 mi.
(Peters Road)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-17-61	2.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 24,361	Federal funds $ 12,700

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: ME Martin
Acting Division Engineer

Date executed by
Division Engineer 5-11-61

May 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Peters Road Section, Project No. S-464(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encls.

Federal Aid Secondary
Project No. S-464(1)

Oregon State Highway Department

PETERS ROAD SECTION OF FAS ROUTE 900 IN

DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1961

Type Code 5231
Roadway (Sta. 0+00 to Sta. 137+28)(Contract No. 5899)

Preparation of Base	2.6 Miles	$250.00	$ 650.00
Furnishing and Placing Aggregates	1,990 Cu.Yds.	6.05	12,039.50
RC-3 Asphalt	40 tons	48.00	1,920.00
200-300 Asphalt	160 tons	45.00	7,200.00
Sprinkling	79 M-gals.	3.00	237.00
			$22,046.50
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$22,146.50
	10% Engr. & Cont.		2,214.50
			$24,361.00

Length of Roadway - - - - - - - - - - - - - 2.600 Miles
Cost of Roadway Per Mile- - - - - - - - $9,369.61

Federal Funds -	$12,700.00
State Funds -	4,225.00
County Funds- -	7,436.00
	$24,361.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maint: Chap. 529, laws 1939

RECEIVED
MAY 22 1961
FOR FILING

5-11-61

Monthly Transaction No. 5-96	Form [illegible]-2 (9-[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]te **Oregon**
Project Report No. 8-462(1)	**FEDERAL-AID PROJECT AGREEMENT**	County **Deschutes**
		Project No. **S-465(1)**

5899 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd., Harper Road
(Entire FAS 901 Route)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**3-17-61**	**2.1**
Other (*Specify*)		

FUNDS

Estimated total cost of project $ **12,033**	Federal funds $ **6,300**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY BUILDING
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By: WC Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

May 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Harper Road Section, Project No. S-465(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-465(1)

HARPER ROAD SECTION OF FAS ROUTE 901

IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1961

Type Code 3210
Roadway (Sta. 0+00 to Sta. 110+88)(Contract No. 5899)

Preparation of Base	2.1 Miles	$250.00	$ 525.00
Furnishing and Placing Aggregates	915 Cu.Yds.	6.05	5,535.75
RC-3 Asphalt	30 tons	48.00	1,440.00
200-300 Asphalt	70 tons	45.00	3,150.00
Sprinkling	63 tons	3.00	189.00
			$10,839.75
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$10,939.75
	10% Engr. & Cont.		1,093.25
	Total		$12,033.00

Length of Roadway - - - - - - - - - - - 2.100 Miles
Cost of Roadway Per Mile- - - - - - - - $5,730.00

Federal Funds -	$ 6,300.00
State Funds -	2,073.00
County Funds- -	3,660.00
	$12,033.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maint: Chap. 529, laws 1939

RECEIVED
FORM E-125
MAY 10 1961
FOR FILING

P

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
[redacted]
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5-462(1)
5899

May 9, 1961

Babler Bros. Inc.,
4617 SE Milwaukie Avenue
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5899, awarded April 24, 1961, for oiling County Roads (FAS Routes: #784; #894; #900; #901) in Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
4/26/61	CC 678		509-1059-297

NOTED
C. G. SWENSON

INVOICE NUMBER
69310

Deschutes County
Bend, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$23,801.49
Partial transfer county advance deposit for County Roads Oiling on FAS 894, 784, 900, and 901. Covered by agreement dated April 5, 1961.			17,801.49
To be retained			$ 6,000.00

RECEIVED
APR 27 1961
ENGINEER
COUNTY & CITY RELATIONS

ENT OF BILLING REQUEST
Received with Request: $________

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
C. G SWENSON

April 26, 1961

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $16,100 for the Deschutes County Roads Oiling Project on FAS 894, 784, 900, and 901. Contract #5899 has been awarded to Babler Brothers, Inc.

Enclosed are a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
H. J. COX

NOTED
C G SWEASON

Salem, Oregon
4/24/61

FAS Advance Deposit
Deschutes County

Mr. C. H. Maison
OFFICE

Attention: Mr. John Herr

Attached is Deschutes County's warrant in the amount of $16,100 which represents the county's share of the cost for the Deschutes County Roads oiling project.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
JOHN D. GRAHAM

RECEIVED
APR 26 1961
22125

FOR FILING

S-462(1)

54.99

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

4/24/61

To: Mr. R. L. Porter
OFFICE

SUBJECT: FAS Advance Deposit
Deschutes County

We have received this date Deschutes County's advance deposit for the Deschutes County Roads oiling project.

This project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engineer

JDG:mm

cc: G. S. Paxson ✓

[illegible]
G. S. PAXSON

RECEIVED
APR 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 14 1961
FOR FILING

5.442(1)
5899

April 13, 1961

County Court of Deschutes County
Court House
Bend, Oregon

Gentlemen:

We are enclosing for the records and files of Deschutes County a fully executed copy of an agreement between the State Highway Commission and Deschutes County covering the Deschutes County Roads Oiling project on FAS 784, 900, 901, and 894.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
enc.

RECEIVED
APR 17 1961
FOR FILING

5-462(1)
5899

P
4-12-61

Salem, Oregon
April 13, 1961

MISC. CONTRACTS and
AGREEMENTS No. 2362

FAS Project Agreement
Deschutes Co. Rd. Oiling

Mr. C. G. Swenson
City & County Relations Dept. Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with Deschutes County covering the Deschutes County Roads Oiling project on FAS 784, 900, 901 and 894.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Deschutes County.

Secretary

rn
Attach: 1

67

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/7/61

SUBJECT: FAS Project Agreement
Deschutes Co. Rd. Oiling

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Deschutes County Roads Oiling project on FAS 784, 900, 901, and 894. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/29/60. 2-27-58

John D. Graham
County & City Relations Office Engr.

JDG:mm
Att.

G S Paxson

9-29-60 Min page 32844 + 2-27-58 Min page 29576

Floyd Query

NOTED
H. S. COX

NOTED
C. G. [illegible]

April 12, 1961

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

On Aprill 11, a satisfactory bid was received from Babler Bros., Inc., of Portland, Oregon, for the construction of the Deschutes County Roads Section, FAS 784, 900, 901, and 894. As per agreement between the County and State, the following advance deposit is required of the County prior to awarding of the contract:

The final refund from the Deschutes County Roads Oiling Section, FAS 327, 692, 791, 885, 886, and 887, Contract #5727, is reflected in these computations.

Bid Items	$65,463.00
Anticipated additional item (flagging)	500.00
Engineering & contingencies (12-1/2%)	8,245.38
Estimated Total Cost	$74,208.38
County Advance Deposit	
100% in excess of $63,000	$11,208.38
20% of $63,000	12,600.00
Total	$23,808.38
Refund due on Deschutes Co. Rds. Oiling Sec.	- 7,701.49
REQUIRED CASH DEPOSIT	$16,106.89 or say $16,100

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $16,100, forwarding same to this office. When this deposit is received, a contract can be awarded for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

Dep't Rec'd 4/24/61

NOTED
R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
4/7/61

NOTED
Harold C. Ayers

Mr. G. S. Paxson
OFFICE

FAS Project Agreement
Deschutes Co. Rd. Oiling

Attached are three copies of an agreement covering the Deschutes County Roads Oiling project on FAS 784, 900, 901, and 894. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/29/60.

John D. Graham
County & City Relations Office Engr.

JDG:mm
Att.

NOTED
C. G. SWENSON

March 22, 1961

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Deschutes County Roads Oiling Sections of FAS 784, 900, 901, and 894.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $67,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than April 7.

It is presently planned to accept bids for this project on April 11, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H.S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

MEMO TO J. W. NASH
3/3/61

FAS ~~8[illegible]~~ 784, DESCHUTES COUNTY

TERMINI: From Shevlin Park northerly to junction with FAS 784 near Tumalo (Johnson Road Section).

PROPOSED WORK: Construct 2-lane 0-9 oil mat 20' wide.

PROJECT LENGTH: 4.7 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$28,000	$16,800	$5,600	$5,600 (County)

EXISTING FACILITY: Roadway - 24' to 26' wide cinder base constructed by Deschutes County in 1961 to approved Hwy. Dept. standards. No substandard grade or alignment.

STRUCTURES: One timber span bridge 15'-6" wide, 32' long.

ADJACENT SECTIONS:
SOUTH END: 20' oil mat, 26' roadbed.
NORTH END: 20' oil mat, 26' roadbed.

PROJECT DATA: Construct 20' wide type 0-9 oil mat 20' wide on roadbed prepared by County to approved highway department standards. County to place shoulder rock 2' to 3' wide without federal participation.

ROW:	40' minimum
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None required
PUBLIC HEARING:	None required
MINIMUM DESIGN STANDARDS:	~~[illegible]~~ No exceptions
UNUSUAL OR COMPLICATED SITUATIONS:	None

FAS ~~8[illegible]~~ 784 serves a section of irrigated farm land raising hay, potatoes, and cattle. This road will also receive heavy usage for recreational purposes.

HSC:mm

NOTED
V. R. [illegible]NES

MEMO TO J. W. NASH
3/3/61

FAS 894, DESCHUTES COUNTY

TERMINI: From FAP 4 northwesterly 1.6 miles to FAS 664 (Davidson Road Section).

PROPOSED WORK: Construct 2-lane 0-9 oil mat 20' wide.

PROJECT LENGTH: 1.60 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$10,000	$6,000	$2,000	$2,000	(County)

EXISTING FACILITY: Roadway - 24' to 26' wide cinder base placed by Deschutes County early in 1961 to approved state highway standards. Two curves on this road will be substandard.

ADJACENT SECTIONS:
SOUTH END: Junction with FAP 4 (The Dalles-California Highway), 20' bituminous wearing surface, 6' shoulders.
NORTH END: Junction with FAS 664, 20' oil mat, 2' shoulders.

PROJECT DATA: Construct 20' wide type 0-9 oil mat ~~with~~ on roadway graded and based by Deschutes County to approved Hwy. Dept. standards. County will place shoulder rock 2' to 3' wide without federal participation.

ROW:	40' minimum
ACCESS CONTROL:	None
RR XING	None
SYSTEM ACTION	None required
PUBLIC HEARING	None required

~~MINIMUM~~
MINIMUM DESIGN STANDARDS: Two substandard horizontal curves. Further improvement of these curves would disrupt existing irrigation facilities and seriously impair small farm operation adjacent to each curve. This entire route serves perhaps six farms. ADT 35.

UNUSUAL OR COMPLICATED SITUATION: None

FAS 894 serves largely as a frontage road for houses bypassed by FAP 4 and also serves an irrigated area raising hay, potatoes, and various seed crops. It is also a mail and school bus route.

HSC:mm

MEMO TO J. W. NASH
3/3/61

FAS 900, DESCHUTES COUNTY

TERMINI: From a forest road near Spring River Resort, easterly 2.6 miles to railroad overpass (Peters Road Section).

PROPOSED WORK: Construct 2-lane type 0-11 oil mat 22' wide.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$22,000	$13,200	$4,400	$4,400	(County)

EXISTING FACILITY: Roadway - 26' - 28' wide cinder base and wearing surface constructed by county in 1960/1961 to approved highway department standards. No substandard grade or alignment.
Structures - One 100' long 23' wide railroad overpass immediately off easterly end of project.

ADJACENT SECTIONS
WEST END: National Forest development road. Gravel surface 16' wide.
EAST END: 22' graveled roadbed.

PROJECT DATA: Construct 22' wide type 0-11 oil mat on grade and base prepared by county to approved highway department standards. County to place shoulder rock 2' to 3' wide without federal participation.

ROW:	40' minimum
ACCESS CONTROL:	None
RR XING:	Overpass 100' X 23' immediately off easterly end of project.
PUBLIC HEARING:	None required.
MINIMUM DESIGN STANDARDS:	No exceptions.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

FAS 900 will receive heavy use for recreational purposes, also considerable logging traffic. This route also serves several large cattle ranches.

HSC:mm

MEMO TO J. W. NASH
3/3/61

FAS 901, DESCHUTES COUNTY

TERMINI: From junction with FAS 900 southerly 2.1 miles to FAS 793 (Harper Road Section).

PROPOSED WORK: Construct 2-lane 0-9 oil mat 20' wide.

PROJECT LENGTH: 2.1 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$12,500	$7,500	$2,500	$2,500	(County)

EXISTING FACILITY: Roadway - 24' - 26' wide cinder base & wearing surface constructed by county in 1960/1961 to approved highway department standards. No substandard grade or alignment.
Structures: None.

ADJACENT SECTIONS
NORTH END: FAS 900, 20' oil mat, 2' shoulders.
SOUTH END: FAS 793.

PROJECT DATA: Construct 20' wide type 0-9 oil mat on grade and base prepared by county to approved highway department standards. County to place shoulder rock 2' to 3' wide without federal participation.

ROW:	40' minimum
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None
PUBLIC HEARING:	None required
MINIMUM DESIGN STANDARDS	No exceptions
UNUSUAL OR COMPLICATED SITUATIONS:	None

FAS 901 runs through level timber and grazing land. Large cattle ranches, farm to market traffic, minor log hauling, and also recreational usage.

HSC:mm

File FAS 894

MEMO TO FILES
2/27/61

Friday, February 24, 1961, Mr. Robert Prange and I had a meeting with the entire Deschutes County Court. Mr. George McAllister, County Roadmaster, was also present.

The Court expressed a desire to let this year's oiling projects only in the amounts of the available 1962 FAS funds - namely, $63,000. Consequently, two roads (Cornelius Road and Hamby Road) will be withdrawn from this year's oiling program and Johnson Road will have a change of type of oil mat from type 0-11 to type 0-9. As several changes have been made, the following tabulation is for job clarification:

Unit A	Davidson Road	1.6 miles	0-9 oil mat	20'wide
" D	Johnson Road	4.7 "	0-9 " "	20' "
" E	Peters Road	2.6 "	0-11 " "	22' "
" F	Harper Road	2.1 "	0-9 " "	20' "

These roads will be graded and surfaced by May 1, 1961.

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

cc: Tom Edwards
Frank Hall
V. G. O'Neil

NOTED
R JONES

NOTED
H. S. COX

NOTED
C. G SWENSON

Salem, Oregon
February 8, 1961

Mr. Tom Edwards
OFFICE

Deschutes County Roads Oiling Project,
FAS, 1961 Construction

NOTED
Harold C. Ayers

The enclosed oiling project for 1961 construction season in Deschutes County has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission with the following exceptions:

> Estimate of Johnson Road must be changed from 0-9 oil mat to 0-11 oil mat.
>
> Estimate of Peters Road must be changed from 0-9 oil mat 20 feet wide to 0-11 oil mat 22 feet wide.

Please note that all monies in excess of $62,000 will be 100% county money.

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

cc: Frank Hall
V. G. O'Neil

NOTED
Harold C. Ayers

FORM E-30X---50M---8-58---16190

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Bend, Oregon
September 6, 1960

SUBJECT:
Proposed FAS Projects
Deschutes County

NOTED
C. G. SWENSON

To:

Mr. C. G. Swenson
County and City Relations
Salem, Oregon

Attention: V. R. Jones

We have your letter of September 1st in regard to FAS oiling projects in Deschutes County. The proposed projects include FAS numbers 891, 894, 895, 897, 900 and 901. The maps shows only 900 and 901.

We are slightly confused, since all of the numbered rodds would cost more than $61,000, and it seems we should be able to get more than the two shown on the sketch map for that amount.

L. H. WARFIELD
Assistant Division Engineer

LHW:bn

Maps sent
by RAP

8-19-60

DESCHUTES COUNTY
PROPOSED PROJECTS
$61,000

FAS 891, Hamby Road, 2.7 miles. This section includes 2.2 miles on Hamby Road and 0.5 mile on the Neft Road which is a spur of FAS 891. The project is for an 0-9 oil mat 20' wide.

FAS 894, Davidson Road, 1.6 miles. This section includes the total mileage of this road. The project is for an 0-9 oil mat 20' wide.

FAS 895, Cornelius Road, 2.5 miles. This section includes the total length of this road. The project is for an 0-9 oil mat 20' wide.

FAS ~~[illegible]~~ 784, Johnson Road, 4.7 miles. This section extends from the end of the oiled road at Shevlin Park to the north end of the road near Tumalo. The project is for an 0-11 oil mat 20' wide.

FAS 900, Peters Road, 2.6 miles. This section extends from a forest road near Spring River Resort to the railroad overpass. The project is for an 0-11 oil mat 22' wide.

FAS 901, Harper Road, 2.1 miles. This section includes the total length of this road. The project is for an 0-9 oil mat 20' wide.

The county will grade and base these roads prior to the FAS projects and place shoulder rock. The projects will be combined in one contract. A total of $61,000 is programmed for the above projects which sum represents the presently estimated 1962 FAS funds available to Deschutes County. Additional funds as required will be provided by Deschutes County.

60-g
8/19/60 Approved 9-30-60

S-170(2) South Unit, Jordan-Ruggs Section,
Rhea Creek Road.
#5900 1961

CIA
2360
4.6.61

OREGON STATE HIGHWAY DEPARTMI

INVOICE

NOTED DON HARWELL

NOTED Harold C. Ayers

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-27-62	CC 743		525-1034-297

Contract 5900
S-170(2)

- Morrow County
- Heppner, Oregon
- Attn: County Court

INVOICE NUMBER 73786

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Jordan-Muggs, S.Unit, FAS 552 Covered by agreement dated April 4, 1961.			
Original advance deposit		$16,200.00	
Less amount previously transferred		12,700.00	
			$3,500.00
County share cost as per attached statement		14,114.14	
Less amount previously transferred		12,700.00	
			$1,414.14
To be refunded			$2,085.86

NOTED JOHN D [illegible]HAM

RECEIVED MAR 2[illegible] 1962 ENGINEER COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

By

A 150 (REVISED 7-60)

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
R. JONES

NOTED
Harold C. Ayers

March 27, 1962

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

Final costs are now available on the Jordan-Ruggs South Unit Section, FAS 552, Contract No. 5900, as shown in the enclosed cost statements.

In accordance with an agreement dated April 4, 1961, a refund of $2,085 is due the county. This refund will be made by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

VR Jones
V. R. Jones
County and City Relations Planning Engineer

VRJ:mm
Encl.

RECEIVED
DEC 29 1961

FOR FILING

F Cooper

December 18, 1961

S. Unit, Jordan-Ruggs Section
Contract No. 5900
[illegible]
5900

FINAL COST ANALYSIS
Level Course and Oiling
Contractor: C.C. Meisel
Resident Engineer: Keats Oliver

Rhea Creek Road
Prefix No. 525-1034

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*3/4"-0 Mat'l in Level Course and Shoulders	15,365.81	Ton	1.90	1.99	30,695.45	29,195.04
Sprinkling	1,790.50	M-Gal.	2.75	1.71	3,055.44	4,923.88
Preparation of Base	10.14	Mile	175.00	102.57	1,401.12	1,774.50
*3/4"-0 Mat'l in Binder Crse	1,139	Cu.Yd.	3.00	2.39	2,730.32	3,417.00
*Furnish & Place Aggregate	3,475.	Cu.Yd.	3.50	3.49	12,159.00	12,162.50
MC-2 Asphalt	146.85	Ton	46.00	48.17	7,074.05	6,755.10
120-150 Asphalt	202.50	Ton	44.00	45.87	9,288.87	8,910.00
RS-1 Asphalt	124.42	Ton	46.00	47.71	5,935.90	5,723.32
FA#1 Force Account (State participation in Flagging)					329.09	175.44
					73,669.24	73,036.78

Gross Revenue	$ 73,036.78
Total Cost	73,669.24
Net Loss	$ 632.46

Net Loss equals 0.86% of Gross Revenue

Work done by others:
- * Jed Wilson, Crushing Contractor (All or in part)

NOTED

DETAIL OF COSTS
Contract No. 5900

Labor:			
Labor and Supervision		$ 9,051.85	
Labor Insurance		667.68	
Health, Welfare and Pension		171.98	$ 9,911.51
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental, Owned		5,899.90	
Equipment Rental, Hired with Operator		6,893.44	
Gasolene, Oil and Grease		1,433.49	
Bond		361.22	
Home Office and General Overhead		170.70	
Move In		1,020.22	
Small Tools and Miscellaneous Supplies		409.80	16,618.37
Materials:			
MC-2 Asphalt	146.85 Ton @ $26.25	3,854.81	
120-150 Asphalt	202.50 Ton @ $24.00	4,860.00	
RS-1 Asphalt	124.42 Ton @ $25.80	3,210.04	
Freight on Asphalt	473.77 Ton @ $9.44	4,472.25	16,397.10
Work done by Others:			
Jed Wilson, Crushing Contractor		30,742.26	30,742.26
		TOTAL COST	$ 73,669.24

Remarks - Contract No. 5900

This was a "Federal Aid Secondary Project" consisting of the construction of 10.14 miles of stone leveling course, involving 15,365.81 tons of crushed materials, and the construction of 10.14 miles of Type 0-11 oil mat wearing surface with binder course on the South Unit, Jordan-Riggs Section of the Rhea Creek Road in Morrow County.

This project was bid April 11, 1961, awarded April 25th and completed August 11, 1961.

The digging of a coyote hole at the privately obtained quarry about 0.2 mile south of quarry site number 1, as listed in the special provisions, was started on Tuesday, May 2nd, 1961. The loading was completed and the shot set off on Friday, May 12th.

Jed Wilson, crushing contractor, moved into the quarry Saturday, May 13th, set up and began crushing Thursday noon, May 25th. The crushing and stockpiling of oil aggregates was continuous, with the exception of two and a half days of down time, throughout the following two weeks. A change over was then made to the production of 3/4"-0 material for the level course. The crushing of all required materials was complete July 29th.

The prime contractor moved in a blade, roller, and two dump trucks and began placing the 3/4"-0 course Tuesday noon, June 27th. The placing and processing continued until July 2nd when they closed down for the holiday. Operations were again resumed on July 6th.

The placing of the binder course was completed from Stations 750 to 996 on July 14th and 15th. The level course and binder was completed July 29th. The Type 0-9 was completed August 9th and the entire project on August 11, 1961.

The contractor suffered a small loss on the project. This was due to the extra work required to preparing the county placed base and the amount of work done to set up the level course.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
OCT 2 1961
FOR FILING

[illegible]

5900

October 2, 1961

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5900 for leveling course-oiling the South Unit of the Jordan-Ruggs Section of the Rhea Creek Road in Morrow County was completed by the contractor, C. C. Meisel Co., on August 11, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $2,185.84 will be released to the contractor on or after October 9, 1961. The total contract amount is $73,036.78, of which amount $175.44 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Oregon Bank Bldg.,
Portland 4, Oregon

cc: Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 19, 1961

Section South Unit, Jordan - Rugs

Kind of work Leveling Course and Oiling

Highway Rhea Cr. Co. Rd. County Morrow

Section prefix 525 - 1034

Contractor C. C. Meidel Co.

Contract number 5900

Date of contract April 25, 1961

Specified work days 80

Date work started May 2, 1961

Work days used 68

Project authorization $ 81,837.56

Exclusive of engineering $ 76,018.00

Per cent of time elapsed 85.0 %

Estimated cost of completed project, exclusive of engineering $ 73,036.77

Estimated per cent overrun or underrun -3.64% %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 5,819.56

Engineering cost to date $ 4830, 83.0 %

Date project was completed August 11, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100%	100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work on the project was completed last week. Cleanup and removal of equipment was completed on Wed. of this week.

Semi-final should be submitted early next week.

Final report.

NOTED

RECEIVED

Signed

Address Keats Oliver, Box 311, Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		10.14		10.14	
Miles partially completed		-		-	
Miles completed		10.14		10.14	
Total estimated quantities (contract)		16,700 Ton		505 Ton	
Total quantities corrected to date		15,366		474	
Estimated quantities moved or placed to date		15,366		474	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

NOTED
R. C. COX

August 15, 1961

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

This is to advise you that work on the South Unit, Jordan-Ruggs Section of FAS 552, in Morrow County, was completed on August 11, 1961.

Under the terms of the agreement dated April 5, 1961, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County and City Relations Field Engineer

VRJ:djb

RECEIVED
AUG 15 1961
FOR FILING

S 170(2)

5900

August 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 11, 1961, on Contract No. 5900, South Unit, Jordan-Suggs Section, in Morrow County, in connection with Federal Aid Project No. S-170(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

cc: H. S. Cox

RECEIVED
MAY 16 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

5-170 (2)
5900

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 16, 1961

C. C. Meisel Co.,
P. O. Box 206
McMinnville
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5900, awarded April 25, 1961, for leveling course-oiling the South Unit of the Jordan-Ruggs Section on the Rhea Creek Road in Morrow County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

5-11-61

RECEIVED
MAY 22 1961
FOR FILING

Monthly Transaction No. 5-80

Project Report No. S-170(2)

5900

Form (9-

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Oregon

County **Morrow**

Project No. **S-170(2)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd., 10 mi. N. to Ruggs
(South Unit Jordan - Ruggs Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-17-61	10.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 80,018	$ 48,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: M E Martin
Acting Division Engineer

Date executed by Division Engineer 5-11-61

USComm-DC 40257

April 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the South Unit, Jordan-Buggs Section, Project No. S-170(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid Secondary
Project No. S-170(2)

SOUTH UNIT, JORDAN-RUGGS SECTION OF THE RHEA CREEK ROAD IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 27, 1961

Type Code 3210
Roadway (Sta. 466+96 to Sta. 1002+15) (Contract 5900)

3/4" - 0 Material in Leveling Course and Shoulders	16,700 tons	$ 1.90	$ 31,730.00
Sprinkling	320 M-gals.	2.75	880.00
Preparation of Base	10.14 miles	175.00	1,774.50
3/4" - 0 Material in Binder Course	940 cu. yds.	3.00	2,820.00
Furnishing and Placing Aggregates	3,500 cu. yds.	3.50	12,250.00
MC-2 Asphalt	150 tons	46.00	6,900.00
120-150 Asphalt	220 tons	44.00	9,680.00
RS-1 Asphalt	135 tons	46.00	6,210.00
			$ 72,244.50
Flagging (57½% of Contractor's Cost)	All Required		500.00
	Subtotal		$ 72,744.50
	10% Engr. & Cont.		7,273.50
	Total		$ 80,018.00

Length of Roadway	10.140 Miles
Cost of Roadway Per Mile.	$7,891.32

Federal Funds	$ 48,000.00
State Funds	16,009.00
County Funds.	16,009.00
	$ 80,018.00

State Funds for Const: Chap. 175, laws 1917; Chap 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

RECEIVED
MAY 8 1961
FOR FILING

S-170(2)
5900

May 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 2, 1961, on Contract No. 5900, South Unit, Jordan-Ruggs Section, in Morrow County, in connection with Federal Aid Project No. S-170(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

OREGON STATE HIGHWAY DEPARTM

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
5/3/61	cc 641		525-1034-297

NOTED
C. G SWENSON

INVOICE NUMBER 69397

Morrow County
Heppner, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit Partial transfer county advance deposit for South Unit, Jordan-Buggs Section of FAS 552. Covered by agreement dated 4/5/61.			$16,200.00 12,700.00
To be retained			$ 3,500.00

RECEIVED
MAY 5 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $
By

A 150 (REVISED 7-60)

NOTED
C. G SWENSON

NOTED
H. S. COX

April 27, 1961

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $15,500 for the South Unit, Jordan-Ruggs Section of FAS 552. Contract #5900 has been awarded to C. C. Meisel Company.

Enclosed are a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H.S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
[illegible]

Salem, Oregon
4/26/61

NOTED
H. S. COX

FAS Advance Deposit
Morrow County

Mr. R. L. Porter
OFFICE

We have received the Morrow County deposit covering the county's share of the estimated cost for construction of the South Unit, Jordan-Ruggs Section of FAS 552.

This project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engr.

JDG:mm

cc: G. S. Paxson

NOTED
JOHN D. GRAHAM

NOTED
C. C. [illegible]

NOTED
H. S. COX

April 12, 1961

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

On April 11, a satisfactory bid was received from C. C. Meisel of McMinnville, Oregon, for construction of the South Unit, Jordan-Ruggs Section of FAS 552. As per agreement between the county and state, the following advance deposit is required of the county prior to awarding of the contract:

The final refund from the South Unit, Bomber Range Road Section of FAS 829, Contract #5766, is reflected in these computations.

Bid items	$72,244.50
Anticipated additional item (flagging)	500.00
Engineering & contingencies (12-1/2%)	9,093.06
Estimated Total Cost	$81,837.56
County Advance Deposit	
20% of $81,837.56	$16,367.51
Refund due on S. Unit, Bomber Range Road.	- 841.78
REQUIRED CASH DEPOSIT	$15,525.73 or say $15,500

Please make this advance deposit by means of a check or warrant in the amount of $15,500 payable to the Oregon State Highway Commission, forwarding same to this office. When this deposit is received, a contract can be awarded for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

Dep't Rec'd 4/20/61

RECEIVED
APR 26 1961
FORM E-30 50M 7-60 29395
FOR FILING

S-170(2)

5900

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
4/26/61

SUBJECT: FAS Advance Deposit
Morrow County

To: Mr. R. L. Porter
OFFICE

We have received the Morrow County deposit covering the county's share of the estimated cost for construction of the South Unit, Jordan-Ruggs Section of FAS 552.

This project is now clear for award of a contract.

John D Graham
John D. Graham
County & City Relations Office Engr.

JDG:mm

cc: G. S. Paxson

NOTED

RECEIVED
APR 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
JONES

La Grande, Oregon
April 7, 1961

O. E. Peterson
County Judge
Heppner, Oregon

Dear Sir:

After you, Mr. Ferguson, Mr. Biegel and "Doc" Sherer went on through the Rhea Creek road yesterday we went on through to the end of your construction job.

After checking and inspecting the road in several locations it is our belief that a type 0 - 9 oil mat will provide adequate strength if the base is constructed as designed. It appeared that in some locations that the depth of 9-inches of compacted thickness had not been achieved in your operations to date.

I am requesting that our Resident Engineer in Condon, Keats Oliver, check on the progress of your work; testing among other things the depth of surfacing being placed. He will give the results of these tests to you as well as this office. We will not allow the low bidder on the contract being let for bids this next Tuesday to commence work under his contract until a full depth of surfacing is in place. We noted in one spot for instance, that a nose of rock was sticking above the surfacing that you had placed indicating that that particular spot there was no base rock. Due to the experience we have just had on the S. Unit, of the Bomber Range Road we want to be sure that adequate strength is constructed on this road so that the end result will be a facility in which all of us will show considerable pride. It was also noted on the southerly portion of this section that there was some raveling in the ditches, rough appearing cut slopes and berms of dirt and rock along the shoulders in various locations. It is my thought that it would be to your advantage to "dress" up the job. I know that if they are still in existence at the time the Bureau of Public Roads representative makes his maintenance inspection the County would be required to correct the deficiencies. It would be much easier to do this cleaning up work at this time while you have the equipment on the job rather than at a later date when you have to work off of a finished oil mat. This last suggestion is meant to be of constructive help to you and not a criticism on my part.

RECEIVED
APR 10 1961
ENGINEER
COUNTY & CITY RELATIONS

Sincerely yours,

A. F. Parson
Division Engineer

by H. S. Coulter
H. S. Coulter
Assistant Division Engineer

HSC:gb
cc C. G. Swenson
Keats Oliver

Easement for South Unit,
Jordan-Ruggs Section,
FAS 552, Morrow County

4-5-61

EASEMENT AND LICENSE

4-5-61

FOR VALUE RECEIVED, the undersigned, Grantors, Fred M. Hoskins and Mary A. Hoskins, husband and wife, do hereby grant to Morrow County, a political sub-division of the State of Oregon, its successors and assigns, the Grantee, and Easement and License to use the following described real property as a quary site and a stock pile site for road construction purposes in said County, the License being granted to use the rock upon said site for road construction purposes, the property involved being described as follows, to-wit:

Parcel 1. A parcel of land lying in the Northwest quarter of the Northeast quarter of Section 8, Township 3 South, Range 25, E.W.M. Morrow County, Oregon, the said parcel being all that portion of said Northwest quarter of the Northeast quarter lying North and East of the Rhea Creek Road as it is now located.

Parcel 2. A parcel of land lying in the Northeast quarter of the Southeast quarter of Section 6, Township 3 South, Range 25, E.W.M., Morrow County, Oregon, the said parcel being all that portion of said Northeast quarter of the Southeast quarter lying North of the Rhea Creek Road as it is now located.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Morrow County, a political sub-division of the State of Oregon, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors above named, have hereunto set their hands and seals this 5 day of ~~March~~ April, 1961.

Fred Hoskins

Mary A Hoskins

STATE OF OREGON)
County of Morrow) ss.

~~March~~ April 5, 1961, A. D.

Personally appeared the above named Fred Hoskins and Mary Hoskins, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Sadie Parrish
~~Notary Public for Oregon~~
~~My Commission Expires:~~

FAS 552, Morrow County

4-5-61

EASEMENT AND LICENSE

4-5-61

FOR VALUE RECEIVED, the undersigned, Grantors, Fred M. Hoskins and Mary A. Hoskins, husband and wife, do hereby grant to Morrow County, a political sub-division of the State of Oregon, its successors and assigns, the Grantee, and Easement and License to use the following described real property as a quary site and a stock pile site for road construction purposes in said County, the License being granted to use the rock upon said site for road construction purposes, the property involved being described as follows, to-wit:

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TO HAVE AND TO HOLD, the above described and granted premises unto the said Morrow County, a political sub-division of the State of Oregon, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors above named, have hereunto set their hands and seals this 5 day of ~~March~~ April, 1961.

Fred Hoskins

Mary A. Hoskins

STATE OF OREGON)
County of Morrow) ss.

~~March~~ April 5, 1961, A. D.

Personally appeared the above named Fred Hoskins and Mary Hoskins, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Sadie Parrish

~~Notary Public for Oregon~~
~~My Commission Expires:~~
County Clerk of Morrow Co. Ore.

Page

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

E. O. FERGUSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

March 8, 1961

H. S. Cox, Assistant
County & City Relations Engineer
State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Cox::

After talking to you, over the telephone a few days ago, I have been doing some checking on the Rhea Creek-Ruggs road.

I find that sites for rock crusher to contractor will be available. However, there may need to be a small token payment. We cannot say anything definitely about a site until after a test of rock has been taken. Yes, the site can be near mid-way of the project.

We should have the base well prepared with the base by May 1st.

Yours very truly,

Oscar E. Peterson
Oscar E. Peterson
County Judge

OEP:mb

RECEIVED
MAR - 9 1961
ENGINEER
COUNTY & CITY RELATIONS

In Sunny Eastern Oregon Where Agriculture Flourishes

RECEIVED
APR 6 1961

FOR FILING

S-170(2)
5900

April 6, 1961

County Court of Morrow County
Court House
Heppner, Oregon

Gentlemen:

We are enclosing for the records and files of Morrow County a fully executed copy of an agreement between the State Highway Commission and Morrow County covering the South Unit Jordan-Ruggs Section of FAS 552 in Morrow County.

Very Truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
APR 7 1961
FOR FILING

5.170(2)
5900

4-7-61

Salem, Oregon
April 6, 1961

MISC. CONTRACTS and AGREEMENTS No. 2360

FAS Project Agreement
FAS 552, Morrow County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with Morrow County covering the South Unit Jordan-Ruggs Section of FAS 552 in Morrow County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Morrow County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/31/61

To: Mr. P. M. Stephenson
OFFICE

SUBJECT: FAS Project Agreement
FAS 552, Morrow County

Attached are three copies of an agreement covering the South Unit Jordan-Ruggs Section of FAS 552 in Morrow County. Two copies of the agreement have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

11-3-60 Main Page 32893
Floyd Query

NOTED
Harold C. Ayers

NOTED
D. G. SWEASON

March 17, 1961

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the South Unit, Jordan-Ruggs Section of FAS 552.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $81,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the County's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than April 7.

It is presently planned to accept bids for this project on April 11, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
C G SWENSON

NOTED
H. S. COX

[illegible]

SCG   LAG   167   3-20-61   147P

FAS 52

SWENSON

XHEAXTFEEKXROADXXXXBAAB2 :97XBBXX-

RHEA CREEK ROAD - MORROW COUNTY FAS JOB

DISCUSSED QUARRY WITH JUDGE PETERSON WHO WILL GET PERMISSION TO USE
QMXX QUARRY FROM OWNER WITHOUT SXX FULL SURVEY

H S COULTER
GB

-:.

MEMO TO J. W. NASH
3/1/61

NOTED
V. R JONES

FAS 552, MORROW COUNTY

TERMINI: From junction with a county road leading to Clark Canyon, southeasterly 10.12 miles to a junction with State Secondary Hwy. #378 at Ruggs (South Unit, Jordan-Ruggs Section).

PROPOSED WORK: Construct 2-lane 0-9 oil mat with 2' shoulders.

PROJECT LENGTH: 10.12 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$85,000	$51,000	$17,000	$17,000 (County)

EXISTING FACILITY: Roadway - Present road is graveled and has some substandard grade and alignment. Morrow County is regrading this section to an improved grade and alignment and will base this new roadbed to approved state highway design and to a finished top width of 24' to 26'. There will be no substandard grade or alignment. Structures - None.

ADJACENT SECTIONS:
NORTH END - 18' oil mat, 20' roadbed.
SOUTH END - Junction with State Secondary Hwy. #378, 20' oil mat, 3' shoulders.

PROJECT DATA: Construct stone leveling course and type 0-9 oil mat 20' wide with 2' minimum shoulders on roadbed that has been regraded and based by Morrow County to approved State Highway Department standards. Morrow County will also make available to contractor a quarry site located adjacent to right-of-way line and approximately half way through the project.

ROW:	Minimum 40'
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None

FAS 552: Follows Rhea Creek; serves large ranches raising wheat, hay, and cattle.

HSC:mm

NOTED
G SWENSON

NOTED
H. S. COX

NOTED
Harold C. Ayers

Salem, Oregon
February 16, 1961

Clark Canyon Road-Ruggs Section
FAS 552, Morrow County

Mr. Tom Edwards
OFFICE

NOTED
V. R. JONES

The attached oiling project for Morrow County has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

cc: Frank Hall
V. G. O'Neil

NOTED
C. G. SWENSON

NOTED
[illegible]

NOTED
H. S. COX

MEMO TO FILES"
1/13/61

RE: Clark Canyon-Ruggs Road Section
Rhea Creek Road
FAS 552, Morrow County

Inspected this project on January 11, 1961. County now has nearly completed the grading on the northerly seven miles of this project and anticipate completion of all grading in about one month.

Met Scott Coulter and Keats Oliver at crusher site south of Ruggs where surfacing of project was discussed with Commissioner Gene Ferguson and Harold Sherer, road superintendent. It was decided to have the materials from this quarry tested with the thought of using quarry-run material. If these materials are satisfactory, the county will place 8 inches of these quarry-run materials and 2 inches of 3/4"-0" which they now have in stockpile. Mr. Scott will have Mr. Oliver submit samples to laboratory for testing.

The matter of a quarry site for the FAS project was also discussed. There are several sites on the east side of the project near the middle of the project and Mr. Ferguson and Mr. Sherer stated that the county could obtain any site we chose in this area. Mr. Oliver is to submit rock samples from these sites to the laboratory for testing.

C. G. Swenson

C. G. Swenson
County & City Relations Engineer

CGS:mm

11-28-60

RECEIVED
[illegible] - 1960

W. C. WILLIAMS

S-170(2)

5900

LOCATION PROSPECTUS
CLARK CANYON ROAD-RUGGS SECTION
FAS 552 - MORROW COUNTY

The following prospectus is submitted concerning the above-mentioned section of FAS 552, which is a county road on the Federal Aid Secondary System. The northerly terminus is at the junction of County Market Roads, Rhea Creek-Blackhorse and Jordan-Rhea Creek, approximately 7 miles southwest of Lexington. The southerly terminus is at Ruggs or the junction of FAS 552 and FAS 378 approximately 9 miles southwest of Heppner. Total overall length of the project is 10.3 miles.

This will be a location survey to prepare plans, specifications, and estimates for placing a level course and constructing an 0-9 oil wearing surface on revised alignment. There are no towns affected.

Reconnaissance is not required. Soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The existing 1959 ADT is 70 and the projected 1979 ADT is 100. The typical section will consist of a 20-foot oil mat traveled way with 2-foot shoulders. Deviations from a Class "E" Highway, as stated in Technical Bulletin No. 19, Revised, are anticipated concerning shoulder width.

The rise and fall and central angle will be determined by survey.

This will be a two-lane highway with no control of access. There are no interchanges, railroad crossings or major stream crossings. There are three small creek crossings within the project limits.

The approved base design by G. L. Decker is:

Wearing Surface	3/4"	0-9
Top Course, Base	2"	Leveling
Bottom Course, Base	7"	Crushed Base
Total Depth	9 3/4"	

Materials are available from local and county sources.

Final agreements with the county will be necessary.

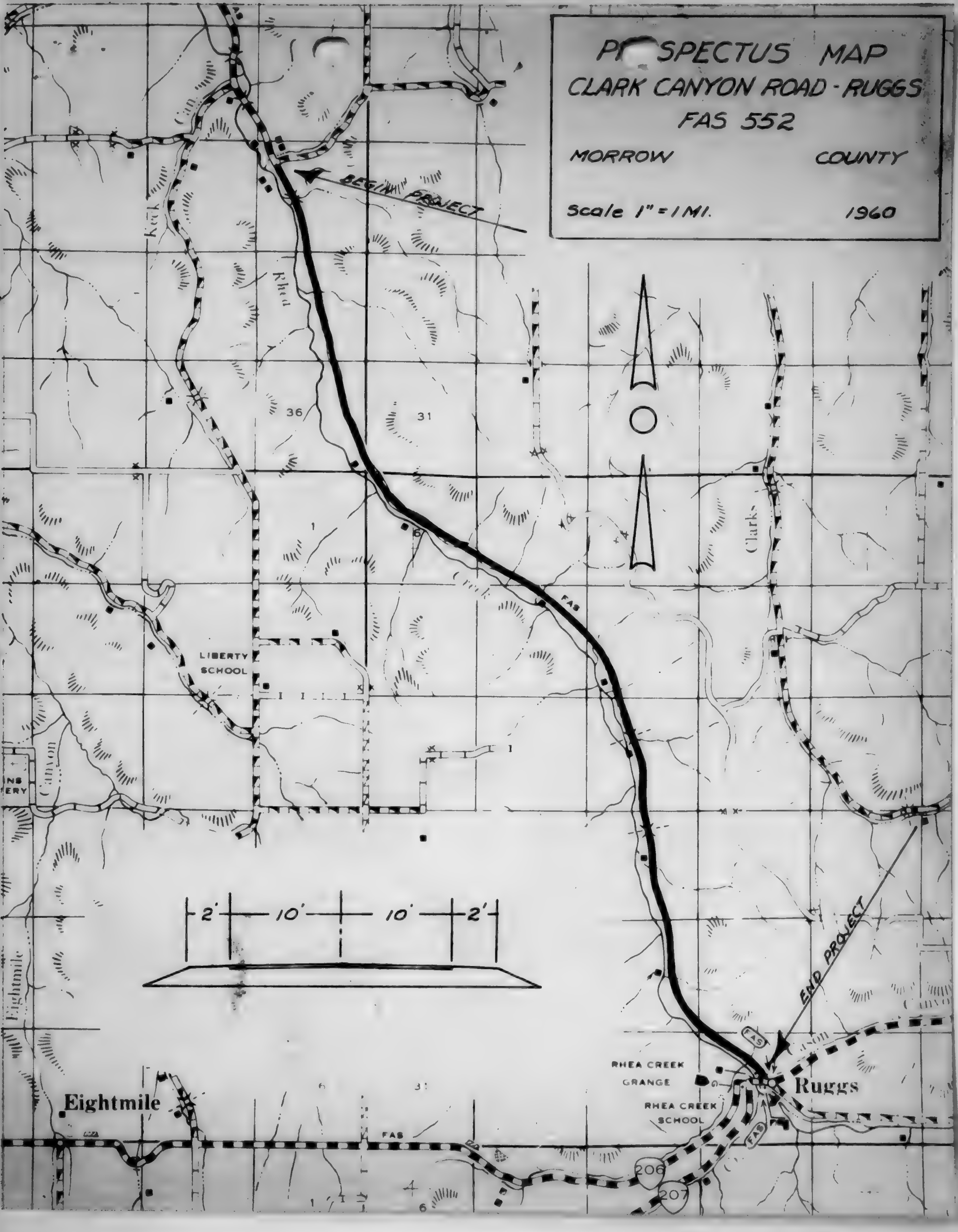
There are no state parks or roadside rest areas affected by this project.

November 28, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

RECEIVED
DEC 2 1960
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS MAP
CLARK CANYON ROAD - RUGGS
FAS 552
MORROW COUNTY
Scale 1" = 1 MI. 1960

MORROW COUNTY
PROPOSED PROJECT

FAS 552, Rhea Creek Road, Clark Canyon Road-Ruggs Section, 10.3 miles, surface and oil, $95,000. The proposed project is for the placing of a leveling course and a 20' 0-9 oil wearing surface with 2' shoulders. The county will regrade the section and place base course surfacing. The county will also place some of the leveling course to serve traffic needs until the project can be placed under contract. The Soils Division has provided a base design for this section.

60-h
10/4/60 Approved 11-3-60

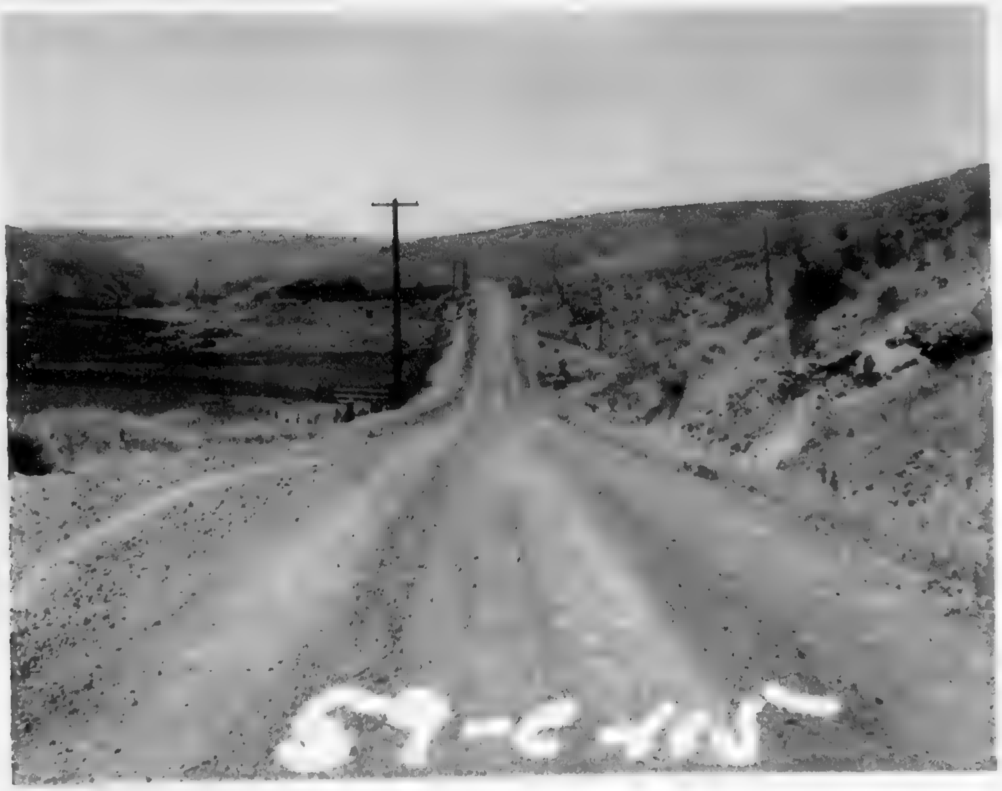
FAS [illegible] County Morrow Contract No. ______

Section ______

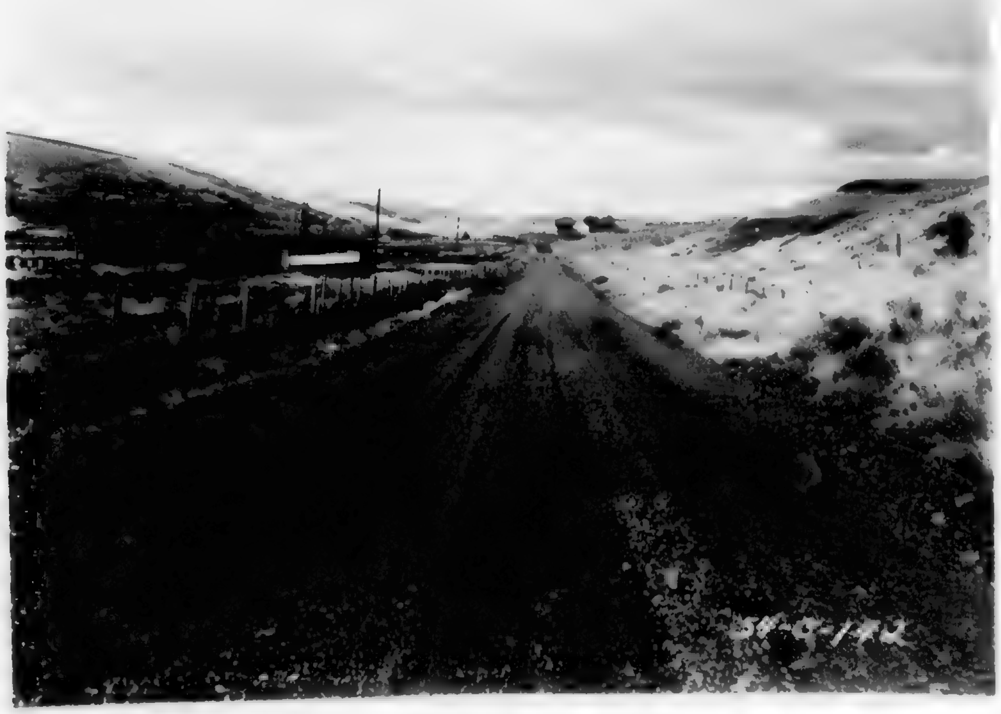
Location [illegible] (11-17-54)

59-C-115 } MP 3.48 100' [illegible] N (7-9-59)

7 1-59



59-C-115



54-C-182

July 1, 1958

NOTED
Harold C. Ayers

Hon. Oscar Peterson
Morrow County Judge
Courthouse
Heppner, Oregon

NOTED
John F. Hagemann

Dear Judge Peterson:

In an effort to aid you in making a selection of your next FAS project I offer you the following information:

Available Funds for Next Two-year Period

DS (Crash) Funds - $23,000 - of which the county's share would be approximately 5%. These funds are presently available and must be placed under contract by December 1, 1958, or be lost.

Fiscal Year 1960 Funds - Estimated to be $63,000 of which the county's share would be 20%. These funds will be available in July or August of 1958 and the county has until June 30, 1960, to program these funds before they are lost.

Fiscal Year 1961 Funds - Estimated to be $63,000 of which the county's share would be 20%. These funds will be available approximately July, 1959, and the county has until June 30, 1961, to program them. It is possible to utilize these funds prior to July, 1959, if other counties do not utilize all of their available fiscal year 1960 funds during the fiscal year starting July 1, 1958

The Bomber Range Road would be the most desirable project if the DS (Crash) funds are to be utilized for part of cost [illegible] this would be a rather simple survey to make due to the nature of the proposed work. A straight surface and oil job such as this would require only a center-line survey which can be made in a relatively short time. This would give us ample time to get this project under contract by December 1, 1958, which is the deadline for DS (Crash) funds.

The Rhea Creek Road would require a complete survey including cross-sectioning as grading would be involved. We could probably make the December 1, 1958, deadline for contracting the DS funds if the county selected this road; however, it would be

NOTED
C. G. SWENSON

pretty tight squeeze. If DS funds were used on this road it would be necessary for the county to make a definite decision and advise us of the same within the next two weeks.

One possible solution might be for you to program your DS funds and one year's FAS funds on the Bomber Range Road as previously discussed and program your second year's funds for a project on the Rhea Creek Road similar to that being constructed on the McNab Road. This would permit approximately an 8-mile long project, assuming the availability of an additional $10,000 to $15,000 from the Grain Growers Association, on the Bomber Range Road and between 6 and 7 miles on the Rhea Creek Road, assuming the county did the grading and placed bottom course base material as on the McNab Road. This would also give our division office more time to make the Rhea Creek Road survey and the county sufficient time to do the grading and basing.

If your funds were programmed in the above manner we could make the Rhea Creek Road survey during the coming fall and winter months. If the county were then able to complete the grading and bottom course base by approximately July 15, 1959, we could also contract the leveling course and oiling for construction during 1959. This may be too tight a schedule for the county if you used crushed rock for the bottom course base; however, if you acquire a grid roller you could process quarry-run rock for the required bottom course base material.

In any event it would be appreciated if the county could reach a decision in selecting a project for use of the DS (Crash) funds within the next two or three weeks and advise us of your decision.

If we can be of any further assistance, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. County and City Relations Engineer

JFH:mm

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month
PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

June 27, 1958

John F. Hagemann, Asst. Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

Thank you for your report on tests and investigations made on our Bombing Range County Road, F.A.S. 829. Time is drawing near now when we will have to make a decision on our next F.A.S. project.

There is quite a bit of pressure being put on us for, as you know, the Rhea Creek Road to be our next project. As it now looks we may have to call a big general meeting of taxpayers to decide it. I may arrange for such a meeting soon.

How long do we have until we must decide definately on this? Kindly let me hear from you.

Sincerely,

Oscar E. Peterson
Oscar E. Peterson, County Judge

RECEIVED
JUN 30 1958

In Sunny Eastern Oregon Where Agriculture Flourishes

NOTED
V R JONES

NOTED
Harold C. Ayers

March 14, 1958

Hon. Oscar Peterson
Morrow County Judge
Courthouse
Heppner, Oregon

NOTED
JOHN D. GRAHAM

NOTED
John F. Hagemann

Dear Judge:

The presently scheduled county FAS project on the Gilliam County Line-McNab Section of FAS 573 will utilize all FAS funds presently available to Morrow County.

Assuming that Congress will in the usual manner pass legislation appropriating Federal-aid road funds for the next two-year period, additional FAS funds will become available to Morrow County sometime between July and December of this year. From the best information available at this time it would appear that these funds will be apportioned in the latter part of December.

At the time the state is notified of the federal apportionment we, in turn, notify each county of the amount of FAS funds available to that individual county and ask that the county court select a project or projects for construction with these available funds. The only limitations placed on a county in selecting these projects is that the section of road to be improved must be on the FAS System and that the design of the project must meet minimum standards acceptable to the Federal Bureau of Public Roads.

Since FAS Route 552 (Rhea Creek Road) is already a part of the FAS System, nothing beyond a formal request by the County Court would be required to obtain a county FAS project on this road.

As there are no FAS funds available to Morrow County for such a project at this time, it is suggested that you wait until funds for the next two-year period are apportioned at which time the Court will be given the opportunity to select the section or sections of road for improvement with these funds.

Details as to the type and length of such a project would then be worked out based on the amount of funds available.

If you wish any further information on this matter, do not hesitate to call on this office.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
C. G. SWENSON

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

March 11, 1958

✓

John Haggeman, Asst. Engineer
County and City Relations
State Highway Dept.
Salem, Oregon

Dear Mr. Haggeman:

There has come to me 5 petitions with 287 names asking that the next F. A. S. project in our County be the 12 mile stretch on Rhea Creek, the continuation of F.A.S. 552 up to Ruggs on Heppner Condon Highway. Now this improvement has for a long time been very much in the talking point as one of the most important Farm to Market roads in our county, and no doubt, is the reason for the pressure being put on the Court here now.

After F.A.S. 573, what would be the procedure for getting this on the agenda for our next majo r project? Kindly let me hear from you.

Yours very truly,

Oscar Peterson, County Judge

P.S. Will forward petitions to you if you so wish.

RECEIVED
[illegible] 1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR 13 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
[illegible]

21-1061 Buford Hill Slide Section of the
Corvallis-Newport Hwy. 2 Mi. East of
#5901 Newport. Grading & paving. 1961

RECEIVED
NOV 28 1961
FOR FILING

[illegible]

5901

November 28, 1961

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5901, for grading and paving on the Buford Hill Slide Section of the Corvallis-Newport Highway in Lincoln County, was completed by the contractor, E.A. White Co., on September 28, 1961 and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $1,452.56 will be released to the contractor on or after December 5, 1961. The total contract amount is $45,004.38, of which amount $284.53 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
cc: E. A. White Co.
P.O. Box 188
Newport, Oregon

Form E-1—(Rev.)—

21-1061

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 27, 1961

Section Buford Hill Slide

Highway Corvallis-Newport County Lincoln

Contractor E. A. White Co.

Date of contract April 28, 1961

Date work started May 15, 1961

Project authorization $ 60,680.25

Exclusive of engineering $ 56,365.21

Kind of work Grading & Paving

Section prefix 21-1061

Contract number 5901

Specified work days 80

Work days used 85

Per cent of time elapsed 106 %

Estimated cost of completed project, exclusive of engineering $ 46,200.24

Estimated per cent overrun or underrun -18 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 4,351.04

Engineering cost to date $ 5,673.83, 131.5 %

Date project was completed September 28, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

One man worked part-time in office on semi-final estimate. All work completed and semi-final will be turned in to Salem office the first of next week. This is the final report.

RECEIVED
OCT 3[illegible] 1961

CONSTRUCTION DIVISION
RECEIVED
OCT 31 1961
NOTED-- ☐ ☐ ☐ ☐
DE ACE ACE COE

NOTE

Signed William E. Schwartz

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.39	0.39			0.39
Miles partially completed					
Miles completed	0.39	0.39			0.39
Total estimated quantities (contract)	24,700	3,600			1,630
Total quantities corrected to date	20,200	3,920			1,400
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cldy. shrs		
Tuesday	Clear		
Wednesday	Cldy.Shrs.		
Thursday	Rain		
Friday	Showers		
Saturday			

RECEIVED
JUL 3 1961
FOR FILING

1-1-61

5951

June 30, 1961

Mr. L. M. Huddleston
County Engineer
Lincoln County
Newport, Oregon

Dear Mr. Huddleston:

Reference is made to your letter of June 28 pertaining to the Buford Hill Slide Section project on the Corvallis-Newport Highway in Lincoln County.

It is the rigid policy of the State Highway Commission to contact any county court where our project necessitates any revision of the county road system within that county. This policy is adhered to by all divisions of the Highway Department, with all of us working together to the end that the affected county is contacted.

My only comment is that apparently it is the exception that proves the rule, and we sincerely apologize to you and the County Court of Lincoln County for the fact that you were not consulted in this particular instance.

I am asking our Division Engineer, or his representative, to contact you immediately to ascertain if you have any objection to this proposed revision of your facility.

I wish to thank you for calling this to our attention and sincerely hope that a like communication will never again be necessary.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mw
cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. G. E. [illegible]

Mr. Tom Edwards
Mr. R. L. Porter
Mr. C. G. Swenson
Mr. J. D. Walker

Office of the County Engineer
I. M. Huddleston

COUNTY OF LINCOLN

Newport, Oregon

June 28, 1961

Oregon State Highway
Salem, Oregon

ATTN: Mr. Victor Wolfe

Dear Mr. Wolfe:

In November of 1955 certain sections of Highway #20 between Newport and Toledo were abandoned by the Oregon State Highway Dept. and made a part of the Lincoln County Road System.

One such section is identified in the transfer as Unit "D". Recently the Oregon State Highway Department entered into a contract to rebuild a section of the new highway 20 in the area called Buford Hill between Newport and Toledo. The slopes of the rebuilt section extend up into the traveled portion of Unit "D" almost to the centerline. The people who live up there complained to us and we did not know what was going on. Needless to say this is an embarrasing situation.

I have since examined the plans and see that an access road is going to be constructed to remedy the situation. However we feel that we should have been consulted and informed. We are willing to cooperate and enjoy our good relationship with the Department but this deal got passed over some where along the line.

Sincerely yours,

I M Huddleston

I. M. Huddleston,
County Engineer

NOTED
V D WOLFE

IMH:nm

RECEIVED
JUN 29 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 29 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 5 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5901

June 30, 1961

Mr. I. R. Huddleston
County Engineer
Lincoln County
Newport, Oregon

Dear Sir:

Mr. Wolfe handed me your letter regarding the alteration of the access to dwellings on the Buford Hill Slide Section of the Corvallis-Newport Highway. This provision is made necessary by the slide correction. I am very sorry that the fact was overlooked that this access road to the houses in question is in reality a county road. Most certainly no bypassing of county officials was intended.

The project was planned and specifications written some four years ago. At that time funds were not available for the correction. Later on this last year we were able to get the job programmed and the old plans and specifications were handed to our drafting department for completion. Most certainly we should have examined them closer and realized this was a county road but we slipped on this one and I am very sorry that it occurred. I did have the Resident Engineer contact some time ago the residents along this road and explain to them just what the alterations would entail and he advised me that they appeared to be satisfied.

On my next trip down, I will contact you and the County Court further in the matter.

Very truly yours,

JDWalker

J. D. Walker
Division Engineer

RECEIVED

JDW:AM
cc Mr. V. D. Wolfe

Vic I talked to Judge Miller on telephone he knows that the mistake was unintentional and certainly no hard feelings -
JDW

NOTED
V. D. WOLFE

RECEIVED
MAY 16 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

21-1061
5901

May 16, 1961

E. A. White Co.,
P. O. Box 188
Newport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5901, awarded April 28 1961, for grading-paving the Buford Hill Slide Section of the Corvallis-Newport Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

I-5-1(30) 12th St.-N. Ashland Interch. 1962
18 Sec., Pacific Hwy.
#5902 Folder # 2

RECEIVED
MAR 3 1970

Form FHWA 121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

FOR FILE
I-5-1(30)18
5702

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: March 26, 1970

In reply refer to: 08-35.1

cc Lindas 3 30

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(30)18, 12th Street - N. Ashland Interchange Section

As suggested in Mr. Lindas' letter of March 23, a claim on the subject project is being forwarded to our Regional office for further consideration.

Mr. Lindas' philosophical approach of -

> "it is most often advantageous to us and the Government to compromise a lawsuit frought with the peril of a distinct possibility of losing"

leads to the possibility that such exists with Federal participation in this case.

Simpson:nig

RECEIVED
MAR 30 1970
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 24 1970
FOR FILING

OREGON STATE
HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

I-5-1(30)18

March 23, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon 97310

NOTED
R. L. PORTER

Re: Ore. Proj. I-5-1(30)18
12th St.-N. Ashland Inter. Sect.
Contract No. 5902
Your Reference 08-35.1

Dear Mr. Simpson:

Your letter to Mr. Cooper of March 12, 1970, respecting the above matter and your denial of Federal-aid participation in the contract claim settlement of $74,485.91 negotiated therein has been forwarded to me for reply.

I must take issue with you that the facts indicate the final quantities were unimpreachably accurate. At the very least the facts were in serious dispute. A reading of the transcript of evidence convincingly portrays this.

Admittedly payment to the contractor is a matter between the parties to the contract and the matter of Federal-aid participation, one between the State and the Government.

I also believe you will concede, or should concede, that if a contractor is entitled to payment under the contract, specifications and plans which the Bureau has previously reviewed and approved, he should be paid therefore, for which the State is entitled to its pro rata share of Federal-aid.

Unfortunately the resolving of disputes, the determination of who is right and who is wrong, and the truth or nontruth of a given situation is not always such that it can be measured with the preciseness of an algebraic formula.

When this occurs the recommendation of counsel is relied upon or, as a last resort, the determination of a court or jury is sought. I am

3-24-70
copy to [illegible]

quite sure had we proceeded to the second trial of the matter, even in face of counsel's recommendation to the contrary, and had lost the case and counterclaim, the Bureau would have approved Federal-aid participation without question.

I cannot understand, and perhaps never will understand, a philosophy that says, "try the case and if you lose, we will participate"-- and this in face of the considered opinion of a competent trial counsel that it would be folly to do so.

I cannot understand, and perhaps never will understand, a philosophy that says, "if you settle a case involving a hotly disputed set of facts, based on the judicial judgment of able trial counsel, the Government will not grant Federal-aid because there is nothing in our files that ties in directly with the settlement figure."

In the law, and your counsel will bear this out, it is most often advantageous to us and the Government to compromise a lawsuit frought with the peril of a distinct possibility of losing. Engineers cannot see this, perhaps because their training is based on a science that deals with exactness. Not so the law.

Accordingly, I request this matter be referred to the Regional Engineer for consideration. Also, because of the legal implications attendant thereto, I would request the matter be also tendered to the Regional Counsel for his consideration.

I am sure you are aware of the expense attendant to the lengthy Circuit Court trial, plus two hearings before the Oregon Supreme Court, absorbed by the State in an effort to resolve the differences involved.

Since I feel so strongly about this, I fully intend to exhaust every administrative remedy available to us in an effort to obtain the Federal-aid participation to which I feel we are absolutely entitled.

Very truly yours,

L. I. LINDAS
Assistant Attorney General
and Counsel

LIL:ks

cc: R. L. Porter
F. B. Klaboe

RECEIVED
MAR 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 19 1970

FOR FILING

I-5-1(30)1X
5902

Salem, Oregon 97310
March 18, 1970

Mr. Leonard Lindas
Chief Counsel
BUILDING

3307

I enclose a copy of a letter from Mr. Simpson, Division Engineer, Bureau of Public Roads, turning down the claims settlement payment on the 12th Street-North Ashland Interchange Section, Contract No. 5902.

Would you please study the facts involved in this case and advise me whether you think there is any possibility that we can prevail on them to change their decision.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

Enclosure

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 12, 1970

In reply refer to: 08-35.1

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(30)18, 12th Street - N. Ashland Interchange Section
Contract No. 5902

The project files and Chief Counsel Lindas's letter of March 9 have been carefully reviewed in connection with the contractor's claim.

While the justification for a compromise settlement is considered supportable, this determination by its nature cannot be considered as a basis for Federal participation. Payment to the contractor is a matter between the parties to the contract, and the matter of Federal participation is between the State and the Government. This office has no reason to believe that the final quantities were not accurate. Federal participation cannot be extended beyond the supporting information of the source records.

The facts indicate that the overpayment is not supportable. Federal reimbursement under these circumstances cannot be extended to cover the $75,485.91 requested.

REFERRED TO

By Asst. State Hwy. Engr

copy to Lindas
3-18-70

RECEIVED
MAR 13 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Mr. Klaboe:

Bob Simpson called 3-12 and left you the following information Ref: Lindas' recent letter concerning I-5-1(30)18 (12th Street-N. Ashland Interchange Sec., Pacific Highway) re an overpayment. The matter went to court.

Simpson will have to decline participation on the basis of the information received. They can turn it down but cannot recommend it. Unless you have further information and justification, it will stay turned down. Simpson's sending letter to this effect.

S

I understand Mr. Simpson later called Mr. Porter re this matter.

S

March 9, 1970

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

L-4343 Heintz

Re: Oregon Project I-5-1(30)18
12th St. - N. Ashland
Interchange Section
Contract No. 5902
Post Final Voucher
Your No. 08-35.5

Dear Mr. Simpson:

You have requested supporting information regarding the claim settlement resulting from litigation arising out of the above project. The following is a summary of the nature and history of the litigation, and the factors leading to settlement.

Following completion of the project, the State's final quantity determination indicated that the contractor had been substantially overpaid on fifteen separate pay items, in amounts aggregating $155,106.63. Amounts earned but unpaid on other items amounted to $7,959.40, leaving a net overpayment of $147,147.23.

At the time this was learned, the State was holding retainage in the amount of $71,661.32. Demand was made on the contractor to refund the balance of $75,485.91, payment was refused, and in June, 1963, the State commenced legal proceedings to recover that balance. The action was at law, for money had and received, based upon errors in the partial pay estimates. Attached as Exhibit "A" is a copy of the essential portions of State's Amended Complaint, as set forth in the Abstract of Record on Appeal.

Defendant contractor filed an Answer denying any overpayment, alleging that the partial estimates were correct, and counterclaiming for the retainage of $71,661.32. Another counterclaim in the amount of $5,856.75 was eventually compromised by a stipulation that if the State recovered, defendants would be entitled to a credit of $2,734.24. This latter figure was withheld by the State from payments due the contractor on a wholly unrelated project, solely as a partial recovery of the alleged overpayment on this project. (Another counterclaim initially asserted by the contractor was abandoned during the trial.)

As was shown during the trial, most of the original overpayment ($130,954.85 of $155,106.63) was on four pay items: general excavation, extra for selected subgrade material, long overhaul and short overhaul. As to the remaining 11 pay items where the State claimed overpayments had been made, the contractor made no admissions, but made no serious efforts to show otherwise.

Most of the dispute on the four major, related pay items developed at the trial as follows. The original plans show that throughout the job an 18-inch layer of roadbed material was to be excavated below subgrade and replaced with selected subgrade material. Original estimates of excavation quantities, and the original construction stakes, were on the assumption that this would be done. As the job progressed, it became apparent to the State that in many of the excavation areas the rocky, native material was suitable for subgrade material, and that no advantage would be gained by removing the 18 inches of subgrade and replacing it with substantially the same kind of material.

The State presented evidence that the above condition became obvious to everyone, including the contractor. No written change order was issued, but the State's witnesses testified that they orally directed the contractor not to remove the 18 inches of subgrade, that the construction stakes were reset in accordance with this direction, and that this material was not in fact removed and replaced.

The contractor's evidence was to the effect that the State, despite the rocky nature of the native material, directed that it be removed and replaced in order to achieve uniformity of compaction, and that they did in fact have to excavate or handle all or nearly all of the 18-inch layer of disputed material throughout the job.

In any event, partial estimates of pay quantities were based on the apparent percentage of completion of the originally estimated quantities which, as above noted, included the 18-inch layer throughout the job. This was not recognized until completion of the job, when final quantities were determined based on the work which (according to the State's evidence) had been directed and actually performed.

After a trial of approximately two weeks in the Circuit Court for Multnomah County, in November, 1964, the jury returned a verdict in favor of the State for the full amount sought, $75,485.91. Judgment was entered in that amount, less the $2,734.24 credit to which it was agreed the contractor was entitled.

Subsequently, on motion of the defendant, the trial court set aside the verdict and judgment, and ordered a new trial. The State appealed from this order granting a new trial.

After extensive briefs were filed and oral arguments held, the Oregon Supreme Court on its own motion ordered a re-argument before the entire Court. This unusual procedure indicated some difficulty by the Court in defining and resolving the issues. Unofficial sources indicate that the Supreme Court was considerably influenced by the trial judge's remarks throughout the record to the effect that he just didn't understand this case.

In any event, on February 1, 1967 the Supreme Court finally issued an opinion affirming the Order for a new trial, essentially on the basis that there were substantial issues of fact, upon which the jury had not been adequately instructed. 245 Or. 530, 423 P2d 175. A copy of the Supreme Court's opinion is attached hereto as Exhibit "B".

Under the guidelines established by the Supreme Court, on re-trial the State would have been obliged to prove that it did effectively order a deviation from the plans in respect to the 18-inch layer. On the original trial, this point was not especially stressed, the State relying primarily on the position that its final estimate was accurately computed, that it was legally presumed to be correct, and that the contractor had failed to show any errors therein.

For several reasons, the prospects of proving a valid change of plans did not appear good from the State's standpoint. As previously noted, no written directive to leave the 18 inches of native material in place had been issued. Many of the State's most effective witnesses at the original trial were no longer in its employ, several had left Oregon and their availability for a re-trial was uncertain. The Supreme Court noted that no substantial issue was raised as to the enforceability of a change not embodied in a written order, although the contract required a written order for any change or deviation in the plans (Exhibit "B", Court's Opinion, 245 Or. at p. 534, Note 1; See 1954 Standard Spec's., Art. 1.5.2; cf. 1964 Standard Spec's., Art. 5-2). The Court specifically held that construction stakes were not a written order within the meaning of such a contract provision. Thus, upon re-trial the contractor was virtually certain to seriously contend, with considerable justification, that it was required by the contract to proceed according to the original plans, and entitled to be paid on the same basis.

There would, if the jury found against the State on the issue of a change order, be a factual issue as to the actual quantities of work performed. As to the four pay items involved in the principal dispute, the evidence at the first and, presumably, at the second trial would be such as to allow a finding that none of the disputed material was excavated and replaced; that all of it was excavated and replaced, or that some part of it had been so handled.

Little effect is apparent from the Supreme Court's concluding words that "On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted of such quantities, this determination would be final unless there was fraud or gross mistake." (Exhibit "B", 245 Or., at p. 542) The original record fully revealed how the engineer's final quantity determination was made; the Court apparently did not regard this as "a determination under the disputes clause;" in any event, it unequivocally held that the engineer's determination of quantities was not, in this case, entitled to finality (Exhibit "B", 245 Or., at pp. 541, 542)

Upon a retrial, the State would have had no new or additional evidence upon either of these critical issues: the giving of an effective oral change order, or the actual quantity of work done. Resolution of both issues would have depended upon evaluating the undocumented testimony of the State's witnesses, and the contradictory testimony of the contractor's witnesses, as to what did or did not occur on the job in 1961 and 1962.

As to the quantity of work, the problem would not be simply proving the volume of material in the disputed 18-inch layer; it would be attempting to prove that the material in that layer was not in fact removed and replaced with select material. There are no diary entries or other contemporaneous documentation that on certain days the contractor did not excavate below subgrade in certain areas. The corresponding lack of documentation that such excavation did occur would lose much of any persuasiveness it might normally have, when one considers that the State would not be expected to document such work since the State contended that the contractor was not entitled to be paid for it even if in fact performed. When the work was being performed, no dispute had arisen in this regard, so there was no reason to document all activity, as would have been normal in an incipient claim situation.

All things considered, the prospects of a successful retrial seemed substantially less than the prospects before the original trial. Accordingly, some acceptable basis for settlement was sought.

Allowing the State the amounts of overpayment on the 11 pay items which the contractor did not seriously challenge, there was, as noted, $130,954.85 involved in the principal dispute. Since the State, as plaintiff, had the burden of proof, it appeared that the prospects of prevailing as to that amount should be realistically regarded, in view of the factors discussed above, as unfavorable. If the State were unable to sustain its burden of proof on the principal dispute, the contractor would have been allowed to retain the $75,485.91 which the State sought, and would also have been entitled to recover, on its counter-claim, at least $55,468.94 from the State ($130,954.85 less $75,485.91).

Other factors not developed at the first trial were also involved. As noted, it was agreed during the trial that the contractor was entitled to a credit of $2,734.24 withheld from amounts earned on another project, (Contract No. 5971) as an offset or partial recovery of the State's claim on this project. It further appeared that on yet another unrelated job (Contract No. 5955), an additional $7,271.89 had been withheld on the same basis. Further, although not shown during the first trial, a contractor's request for time extension had, in 1963, been granted by the Commission, to the extent that the contractor was entitled to a remission of liquidated damages previously assessed in the amount of $13,200 (44 days at $300 per day). Upon a re-trial, it might have been made to appear that the State had deliberately concealed the facts regarding these additional credits, although this was not in fact the case.

Thus, the contractor might well have emerged from a re-trial $154,160.98 to the good, computed as follows:

- Seriously disputed overpayments		$130,954.85
- Withheld from earnings on other projects:	$2,734.24	
	7,271.89	
		10,006.13
- Remittable liquidated damages		13,200.00
		$154,160.98

Deducting the originally alleged overpayments to the contractor of $75,485.91 would indicate a net balance due the contractor of $78,675.07.

Analyzing the basic figures another way, it appeared that the most the State could have recovered even if successful upon a re-trial would be $52,279.78, as follows:

- Net overpayments		$75,485.91
- Less additional credits:		
Withheld from earnings on other projects	$2,734.24	
	7,271.89	
	$10,006.13	
- Remittable Liquidated Damages	13,200.00	23,206.13
		$52,279.78

Thus, the mathematical possibilities favored the contractor by $26,395.29:

- Probable recovery by contractor	$78,675.07
- Possible recovery by State	52,279.78
	$26,395.29

If the overpayments on pay items which the contractor did not seriously challenge at the first trial ($24,151.78) are included as an increment of contractor's possible recovery, the possibilities favored the contractor by $50,547.07.

Considering the difficulties to be faced upon a re-trial, a settlement was negotiated whereby the State paid the contractor a net sum of $10,006.13 in exchange for releases of all claims on this project and the other two projects where the State had withheld earnings. This sum, it will be noted, is the sum of the amounts withheld from the contractor on unrelated projects as offsets to the State's claim of overpayment on this project. Hence, such $10,006.13 payment is not regarded as properly chargeable against this project. Thus, the settlement actually amounted to the Contractor abandoning its claim to the balance of the retainage, and the State abandoning its now smaller claim of overpayments.

This settlement was and is believed to be reasonable and in the best interests of the State and the Federal Government. The various consideration herein described in support of the settlement were set forth in reports to the Commission and memoranda by counsel prior to consummation of the settlement. The evidence adduced in the first trial is preserved in a copy of the 862 page transcript of testimony.

Inasmuch as this settlement was, essentially, a reasonable disposition of a dispute over pay quantities, it was in fact a part of the actual cost of the project, and should be considered as a participating cost.

The Final Claim Settlement, as shown on the Post Final Voucher ($62,285.91) represents the balance of funds actually paid the contractor on progress estimates, not included in previous vouchers ($75,485.91, the "net overpayments"), less the remission of liquidated damages ($13,200). Your office approved the time extension by letter of July 16, 1963, from A. W. Parsons, then Division Engineer, and the $13,200 was reflected in our Final Voucher.

It may be observed that the Total Project Cost for this job, as originally approved by your office, was for $2,749.088. The total actual cost, including the amount of this compromise, is $2,677,753.57, as shown on the Post Final Voucher. The original authorization was for $2,528,000 of Federal funds. The total claimed from the United States, including this compromise, as shown on the Post Final Voucher, is $2,454,339.83. Thus, recognition of this compromise will leave the cost of this project well within the original authorizations, both as to Total Actual Cost and as to Total Federal Funds.

May we have your consideration of this request for Federal-aid participation in the foregoing settlement. Should you wish to meet with us to further discuss the matter, please let us know.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:hg
cc - Mr. F. C. McKinney

Attachment

RECEIVED
MAR 13 1970
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

C

I-5-1(30)18

5902

December 12, 1968

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington 98401

The Fidelity and Casualty Co. of New York
160 Pine Street
San Francisco, California 94111

Gentlemen:

Contract No. 5902 awarded to R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County was completed on September 12, 1962, and accepted by the Highway Commission on December 9, 1968.

A law suit has been pending in which the State sought to recover from the contractor an amount which was considered as an overpayment. The contractor, in a counter suit, sought to collect from the State the amount retained on the contract. A compromise settlement was approved by the Highway Commission at its meeting on November 12 in which the State will continue to withhold $71,661 which had been retained. Therefore, no final payment will be made to the contractor.

You have been advised previously of claims filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn:cr

cc: R. A. Heintz Constr. Co.
and Rogers Constr., Inc.
211 N.E. Columbia Blvd.
Portland, Oregon 97211

Pallett, Fisher & Carlo, Inc.
1001 US National Bank Building
Portland, Oregon 97204

bc: Mr. C. T. Keasey
Mr. Frank Morgan
Mr. C. H. Maison
Attn: Mr. John Herr

C

RECEIVED
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FOR FILING

I.5-1(30)N
5902

December 10, 1968

Oregon State Highway Commission

Gentlemen:

Settlement of all outstanding items has been made on Contract No. 5902. The contract was with R. A. Heintz Construction Company and Rogers Construction Company, Inc., and was for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications and all outstanding items have been settled, I recommend that you accept the project effective December 9 and that you concur in this procedure at the Commission meeting on December 17.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
C. T. Keasey

FBK:srb fn

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1968

SUBJECT: Contract No. 5902
FAP No. I-5-1 (30) 18
Final Contract Acceptance

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

The State Highway Commission at the November 12, 1968 meeting approved the litigation settlement on Contract No. 5902, 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

Therefore, all work on the contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission.

This letter supersedes the recommendation for acceptance to Mr. Shaw dated April 1, 1963.

F. D. Morgan
F. D. Morgan
Construction Engineer

VG:ss
cc: Floyd Query
C. H. Maison

RECEIVED
DEC 6 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 6 - 1968
FOR FILING

I-5-1(30)18
5902

Salem, Oregon
December 5, 1968

Contract No. 5902
FAP No. I-5-1 (30) 18
Final Contract Acceptance

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

The State Highway Commission at the November 12, 1968 meeting approved the litigation settlement on Contract No. 5902, 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

Therefore, all work on the contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission.

This letter supersedes the recommendation for acceptance to Mr. Shaw dated April 1, 1963.

F. D. Morgan
Construction Engineer

VG:ss
cc: Floyd Query
C. H. Maison

RECEIVED
DEC 8 - 1969
FOR FILM

I 5 1(30)18
5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1969

To:

SUBJECT: Oregon Project I-5-1(30)18
12th St. - N.Ashland
Interchange Section
Contract No. 5902
Post Final Voucher

NOTED
R. L PORTER

Mr. R. L. Porter
Deputy State Highway Engineer
Building

Enclosed for your review is a draft of reply which I propose to submit to the Bureau, in response to their request for "supporting information" on our claim for participation in the settlement of this matter.

The Accounting Division has already reviewed the figures set forth therein and is, I understand, in agreement that these figures are accurate.

Copies of the Amended Complaint and of the Supreme Court's opinion have been prepared, for attachment as exhibits to the reply in final form. Since I believe you are already familiar with the nature of these documents, they are omitted from the enclosed draft.

I believe that in this instance it would perhaps be advantageous for this reply to be signed by me, since the argument is basically lawyer-oriented, and the Bureau might by reason thereof seek the advice of their own counsel. Whether persuasive to the Bureau's engineers or not, I believe that the proposed reply, explaining why the settlement was made, will make sense to another lawyer.

G E Rohde
G. E. ROHDE
Chief Counsel

GER:AHJ:rh
Encls.

cc: V. E. Skoog (with draft)
Alan H. Johansen
Floyd Query (with draft)

RE-DRAFT
12-4-69
AHJ:rh

TO: BPR

SUBJECT: Oregon Project I-5-1(30)18
12th St. - N. Ashland
Interchange Section
Contract No. 5902
Post Final Voucher
Your No. 08-35.5

You have requested supporting information regarding the claim settlement resulting from litigation arising out of the above project. The following is a summary of the nature and history of the litigation, and the factors leading to settlement.

Following completion of the project, the State's final quantity determination indicated that the contractor had been substantially overpaid on fifteen separate pay items, in amounts aggregating $155,106.63. Amounts earned but unpaid on other items amounted to $7,959.40, leaving a net overpayment of $147,147.23.

At the time this was learned, the State was holding retainage in the amount of $71,661.32. Demand was made on the contractor to refund the balance of $75,485.91, payment was refused, and in June, 1963, the State commenced legal proceedings to recover that balance. The action was at law, for money had and received, based upon errors in the partial pay estimates. Attached as Exhibit "A" is a copy of the essential portions of State's Amended Complaint, as set forth in the Abstract of Record on Appeal.

Defendant contractor filed an Answer denying any overpayment, alleging that the partial estimates were correct, and counterclaiming for the retainage of $71,661.32. Another counterclaim in the amount of $5,856.75 was eventually compromised by a stipulation that if the State recovered, defendants would be entitled to a credit of $2,734.24. This latter figure was withheld by the State from payments due the contractor on a wholly unrelated project, solely as a partial recovery of the alleged overpayment on this project. (Another counterclaim initially asserted by the contractor was abandoned during the trial.)

As was shown during the trial, most of the original overpayment ($130,954.85 of $155,106.63) was on four pay items: general excavation, extra for selected subgrade material, long overhaul and short overhaul.

As to the remaining 11 pay items where the State claimed overpayments had been made, the contractor made no admissions, but made no serious efforts to show otherwise.

Most of the dispute on the four major, related pay items developed at the trial as follows. The original plans showed an 18-inch layer of selected subgrade material was to be placed throughout the job. Original estimates of excavation quantities, and the original construction stakes, were on the assumption that this would be done. As the job progressed, it became apparent to the State that in many of the excavation areas the rocky, native material was suitable for subgrade material, and that no advantage would be gained by removing the 18 inches of subgrade and replacing it with substantially the same kind of material.

The State presented evidence that the above condition was obvious to everyone, including the contractor. No written change order was issued, but the State's witnesses testified that they orally directed the contractor not to remove the 18 inches of subgrade, that the construction stakes were reset in accordance with this direction, and that this material was not in fact removed and replaced.

The contractor's evidence was to the effect that the State, despite the rocky nature of the native material, directed that it be removed and replaced in order to achieve uniformity of compaction, and that they did in fact have to excavate or handle all or nearly all of the 18-inch layer of disputed material throughout the job.

In any event, partial estimates of pay quantities were based on the apparent percentage of completion of the originally estimated quantities which, as above noted, included the 18-inch layer throughout the job. This was not recognized until completion of the job, when final quantities were determined based on the work which (according to the State's evidence) had been directed and actually performed.

After a trial of approximately two weeks in the Circuit Court for Multnomah County, in November, 1964, the jury returned a verdict in favor of the State for the full amount sought, $75,485.91. Judgment was entered in that amount, less the $2,734.24 credit to which it was agreed the contractor was entitled.

Subsequently, on motion of the defendant, the trial court set aside the verdict and judgment, and ordered a new trial. The State appealed from this order granting a new trial.

After extensive briefs were filed and oral arguments held, the Oregon Supreme Court on its motion ordered a re-argument before the entire Court. This unusual procedure indicated some difficulty by the Court in defining and resolving the issues. Unofficial sources indicate that the Supreme Court was considerably influenced by the trial judge's remarks throughout the record to the effect that he just didn't understand this case.

In any event, on February 1, 1967 the Supreme Court finally issued an opinion affirming the Order for a new trial, essentially on the basis that there were substantial issues of fact, upon which the jury had not been adequately instructed. 245 Or. 530, 423 P2d 175. A copy of the Supreme Court's opinion is attached hereto as Exhibit "B".

Under the guidelines established by the Supreme Court, on retrial the State would have been obliged to prove that it did effectively order a deviation from the plans in respect to the 18-inch layer. On the original trial, this point was not especially stressed, the State relying primarily on the position that its final estimate was accurately computed, that it was legally presumed to be correct, and that the contractor had failed to show any errors therein.

For several reasons, the prospects of proving a valid change of plans did not appear good from the State's standpoint. As previously noted, no written directive to leave the 18 inches of native material in place had been issued. Many of the State's most effective witnesses were no longer in its employ, and their availability for a re-trial was uncertain. The Supreme Court noted that no substantial issue was raised as to the enforceability of a change not embodied in a written order, although the contract required a written order for any change or deviation in the plans (Exhibit "B", Court's Opinion, 245 Or. at p.534, Note 1; See 1954 Standard Spec's., Art. 1.5.2; cf. 1964 Standard Spec's., Art. 5-2). The Court specifically held (on the basis of a 1906 Nova Scotia decision) that construction stakes were not a written order within the meaning of such a contract provision. Thus, upon re-trial the contractor was virtually certain to seriously contend, with considerable justification, that it was required by the contract to proceed according to the original plans, and entitled to be paid on the same basis.

There would, if the jury found against the State on the issue of a change order, be a factual issue as to the actual quantities of work performed. As to the four pay items involved in the principal dispute, the evidence at the first and, presumably, at the second trial would be such as to allow a finding that none of the disputed material was excavated and replaced; that all of it was excavated and replaced, or that some part of it had been so handled.

Little effect is apparent from the Supreme Court's concluding words that "On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted of such quantities, this determination would be final unless there was fraud or gross mistake." (Exhibit "B", 245 Or., at p.542) The original record fully revealed how the engineer's final quantity determination was made; the Court apparently did not regard this as "a determination under the disputes clause;" in any event, it unequivocally held that the engineer's determination of quantities was not, in this case, entitled to finality (Exhibit "B", 245 Or., at pp.541, 542.)

Upon a retrial, the State would have had no new or additional evidence upon either of these critical issues: the giving of an effective oral change order, or the actual quantity of work done. Resolution of both issues would have depended upon evaluating the undocumented testimony of the State's witnesses, and the contradictory testimony of the contractor's witnesses, as to what did or did not occur on the job in 1961 and 1962. As to the quantity of work, the problem would not be simply proving the volume of material in the disputed 18-inch layer; it would be attempting to prove that the material in that layer was not in fact removed and replaced with select material. There are, of course, no diary entries or other contemporaneous documentation that on certain days the contractor did not excavate below subgrade in certain areas. The corresponding lack of ducumentation that such excavation did occur would lose much of any persuasiveness it might normally have, when one considers that the State would not be expected to document such work since the State contended that the contractor was not entitled to be paid for it even if in fact performed.

All things considered, the prospects of a successful re-trial seemed substantially less than the prospects before the original trial. Accordingly, some acceptable basis for a compromise was sought.

Allowing the State the amounts of overpayment on the 11 pay items which the contractor did not seriously challenge, there was, as noted, $130,954.85 involved in the principal dispute. Since the State, as plaintiff, had the burden of proof, it appeared that the prospects of prevailing as to that amount could be realistically regarded, in view of the factors discussed above, as no better than even. Hence, a 50-50 split of the seriously disputed amount appeared to be a reasonable basis for compromise. This would indicate that the contractor could be allowed a credit of $65,477.43.

However, other factors substantially increased this amount. As noted, it was agreed during the trial that the contractor was entitled to a credit of $2,734.24 withheld from amounts earned on another project, (Contract No. 5971) as an offset or partial recovery of the State's claim on this project. It further appeared that on yet another unrelated job (Contract No. 5955), an additional $7,271.89 had been withheld on the same basis. Further, although not shown during the first trial, a contractor's request for time extension had, in 1963, been granted by the Commission, to the extent that the contractor was entitled to a remission of liquidated damages previously assessed in the amount of $13,200 (44 days at $300 per day). Upon a re-trial, it might have been made to appear that the State had deliberately concealed the facts regarding these additional credits, although this was not in fact the case.

This brought the total credits on the contractor's side of the ledger to $88,683.56, as follows:

- 1/2 of seriously disputed overpayments		$65,477.43
- Withheld from earnings on other projects:		
	2,734.24	
	7,271.89	
		10,006.13
- Remittable liquidated damages		13,200.00
		88,683.56

Deducting the net overpayments to the contractor of $75,485.91 would indicate a balance due the contractor of $13,197.65.

Analyzing the basic figures another way, it appeared that the most the State could have recovered upon a re-trial would be $52,279.78, as follows:

Net overpayments		$75,485.91
Less additional credits:		
Withheld from earnings on other projects	2,734.24	
	7,271.89	
	10,006.13	
Remittable Liquidated Damages	13,200.00	23,206.13
		52,279.78

The contractor, on the other hand, if prevailing on all issues, could have recovered as much as $102,826.85, as follows:

- Retainage held by State at end of job		71,661.32
- Earned but unpaid on other items, per State's final estimate		7,959.40
- Plus additional credits:		
Withheld from earnings on other projects	2,734.24	
	7,271.89	
	10,006.13	
Remittable liquidated damages	13,200.00	23,206.13
		$102,826.85

Thus, the mathematical possibilities favored the contractor by $50,547.07:

Maximum recoverable by contractor	$102,826.85
Maximum recoverable by State	- 52,279.78
	$ 50,547.07

Even if the overpayments on pay items which the contractor did not seriously challenge ($24,151.78) are deducted, the possibilities still favored the contractor by $26,395.29.

Considering the difficulties to be faced upon a re-trial, a compromise whereby the State paid the contractor a net sum of $10,006.13 in exchange for releases of all claims on this project and the other two projects where the State had withheld earnings was negotiated. This sum, it will be noted, is the sum of the amounts withheld from the contractor on unrelated projects as offsets to the State's claim of overpayment on this project. Hence, such $10,006.13 payment is not regarded as properly chargeable against this project. Thus, the settlement actually amounted to the Contractor abandoning its claim to the balance of the retainage, and the State abandoning its now smaller claim of overpayments.

This settlement was and is believed to be reasonable and in the best interests of the State and the Federal Government. The various considerations herein described in support of the reasonableness of the settlement were set forth in reports to the Commission and memoranda by counsel prior to consummation of the settlement. The evidence adduced in the first trial is preserved in a copy of the 862 page transcript of testimony.

Inasmuch as this was, essentially, a reasonable compromise of a dispute over pay quantities, it was in fact a part of the actual cost of the project, and should be considered as a participating cost.

The Final Claim Settlement, as shown on the Post Final Voucher ($62,285.91) represents the balance of funds actually paid the contractor on progress estimates, not included in previous vouchers ($75,485.91, the net overpayments), less the remission of liquidated damages ($13,200).

Your office approved the time extension by letter of July 16, 1963, from A. W. Parsons, then Division Engineer, and the $13,200 was reflected in our Final Voucher.

It may be observed that the Total Project Cost for this job, as originally approved by your office, was for $2,749,088. The total actual cost, including the amount of this compromise, is $2,677,753.57, as shown on the Post Final Voucher. The original authorization was for $2,528,000 of Federal funds. The total claimed from the United States, including this compromise, as shown on the Post Final Voucher, is $2,454,339.83. Thus, recognition of this compromise will leave the cost of this project well within the original authorizations, both as to Total Actual Cost and as to Total Federal Funds.

G. E. ROHDE
Chief Counsel

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DEC 5 - 1968
FOR

C

The CONTINENTAL INSURANCE COMPANIES

THE CONTINENTAL INSURANCE COMPANY • FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK • COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J.
NIAGARA FIRE INSURANCE COMPANY • NATIONAL-BEN FRANKLIN INSURANCE COMPANY OF PITTSBURGH, PA.
NATIONAL-BEN FRANKLIN LIFE INSURANCE CORPORATION • BOSTON OLD COLONY INSURANCE COMPANY
SEABOARD FIRE & MARINE INSURANCE COMPANY • WASHINGTON GENERAL INSURANCE CORPORATION

160 Pine Street, San Francisco, California 94111

I-5-1(30)18
5902

December 3, 1968

State of Oregon
State Highway Department
Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Re: Heintz-Rogers Construction Co.
Contract # 5902 - North Ashland
Interchange Section
Pacific Highway, Jackson County

Dear Mr. Query:

Your letter of February 1 advised that no date had been set for trial and the case was before the Supreme Court. Can you advise if a trial date has been set as yet?

For your convenience, we suggest that you merely note your comments on the foot of this letter if you wish and we enclose our business reply envelope.

Yours very truly,

Milton M. Hollmann

Milton M. Hollmann
Supervising Underwriter
Pacific Bond Department

MMH:ac

Settlement of the case out of Court was accepted by the Hwy Commission Nov. 12, 1968

Floyd Query
Secty

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

Copy to surety

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NOV 29 1968

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5902

SP*23811-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

November 27, 1968

To: Mr. C. H. Maison
CONTROLLER

SUBJECT: State v. Heintz Construction Co., et al - File 4343
Multnomah County Circuit Court Case No. 292-833
12th Street-North Ashland Interchange Section, Pacific Highway - Contract No. 5902

Enclosed is a duplicate original of mutual release on the above captioned contract, pursuant to settlement of the captioned lawsuit. We also enclose duplicate originals of releases on Contract 5971 and Contract 5955, together with final estimates on these two projects, bearing the Contractor's endorsement.

We suggest that payment on the enclosed estimates be made directly to the Contractor, by certified mail, return receipt requested. Upon receiving information that payment has been received by the Contractor, we will be in a position to have the action in Multnomah County formally dismissed, which will be the last step in consummating this settlement.

ALAN H. JOHANSEN
Staff Attorney

cc- Mr. R. L. Porter
Mr. L. H. Young
Mr. G. E. Rohde

copy to
Morgan
11-29-68

RECEIVED
NOV 29 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-120X 30 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. [illegible] MEMBER
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
NOV 19 1968
FOR FILING
[illegible]
[illegible]

November 15, 1968

Mr. Norman B. Kobin
Kobin & Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Re: State of Oregon v.
R. A. Heintz Construction
Co., et al.
Multnomah County Circuit
Court Case No. 292-833
Our file: L-4343

Dear Mr. Kobin:

This is to advise you that the compromise agreement in the above case, as described in our letter to you dated October 18, 1968, and confirmed in your letter of October 19, 1968, was approved by the State Highway Commission at its meeting in Salem on November 12.

Accordingly, I enclose herewith for execution by you and your clients, as appropriate, the following documents:

1. Mutual Release on the 12th Street-North Ashland job. One original has already been executed on behalf of the State by Mr. Kohde, Chief Counsel, and this original is for your files. Please have the other two originals executed by your clients, endorsing your approval thereon as indicated, and return them to us.

NOTED
R. L. PORTER

2. Release on the Clark Bridge Overcrossing job, to be executed in duplicate by your clients and returned to us. The extra copy is for your files.

3. Final Estimate on the Clark Bridge Overcrossing job, to be executed by your clients in the usual way.

4. Release on the Boardman Junction-Irrigon Section, Old Oregon Trail-Columbia River Highway job, to be executed in duplicate by your clients, and returned to us. The extra copy is for your files.

11-18-68

Copy to
[illegible]
Bond

5. Final Estimate on the Boardman Junction-Irrigon Section, Old Oregon Trail-Columbia River Highway job, to be executed by your clients in the usual way.

6. Stipulation and Order for dismissal of the captioned case, which has already been executed in triplicate by me. Please endorse your stipulation in duplicate and return two originals to me. I will, of course, withhold presentation of the original to the Court until such time as you have received the agreed consideration.

The mechanics of payment are somewhat different than in previous settlements of other cases, inasmuch as the final estimates and vouchers on the Clark Bridge Overcrossing and Old Oregon Trail-Columbia River jobs have not previously been issued. Upon return of the various documents to us, duly executed, the estimates will be paid by our accounting people in the usual way, if this meets with your approval.

Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh
Encls.

bcc: Mr. G. E. Rohde
Mr. R. L. Porter
Mr. C. H. Maison
Mr. L. H. Young

RECEIVED
NOV 15 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-469X 50 M 6-67
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

RECEIVED
OCT 21 1968

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
R. L. PORTER

October 18, 1968

Mr. Norman B. Kobin
Kobin & Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Re: State v. Heintz and Rogers
Our file: L-4343-A
Multnomah County Circuit
Court Case No. 292-833

Dear Mr. Kobin:

In accordance with our recent telephone conversation, I am now authorized to advise you that we are prepared to recommend to the State Highway Commission that the above case be compromised upon the basis which we discussed.

Under these terms, the State would pay to your clients the sum of $10,006.13, representing the amounts withheld from final payments on other jobs, as an off-set to our claim in the instant case. The break down on this figure is as follows: (1) Withheld on Contract No. 5971 (Clark Bridge Overcrossing) the amount of $2,734.24. This item, you will recall, was stipulated to be the correct amount during the first trial. (2) Withheld on Contract No. 5955 (Old Oregon Trail-Columbia River Section) the sum of $7,271.89.

In exchange for such payment, your clients would release the State from any and all claims on the two above-mentioned projects, and both sides would execute a mutual release of any and all claims on the instant project.

Please advise at your earliest convenience whether this is in accordance with your understanding. If so, we anticipate that final approval will be obtained at the next regular meeting of the Highway Commission on November 12.

I note that the case has been set for trial on November 18th and will accordingly come up on the weekly call calendar on Friday, November 8th. Hence, it would appear appropriate to ask that the case be taken off the docket for November 18th, on the basis of a probable settlement and then if, for any reason, the settlement is not consummated it could be re-set. I would imagine you share my preference to avoid trial preparation if the trial is not going to be necessary.

I will appreciate hearing from you at your earliest convenience.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh

bcc: Mr. G. E. Rohde
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. Donald Howe

RECEIVED
OCT 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 20M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 14, 1968

SUBJECT: Recent Compromise Offer
State Highway Commission
v. Heintz, et al
File L-4343

To: Mr. R. L. Porter
Deputy State Highway Engineer
Building

As you know, this case is presently set to be retried in Multnomah County commencing on November 18, 1968. The first trial, in the fall of 1964, lasted for approximately two (2) weeks. There is some reason to believe that the retrial might not require as long, but it will undoubtedly take at least a week or ten days of trial time.

On March 2, 1967, I prepared a "Memo to File" summarizing the facts and figures regarding the case, and my recommendations regarding settlement possibilities at that time (see copy attached). To summarize briefly, this case involves an overpayment on some fifteen (15) separate pay items amounting to $155,106.63.

An immediate off-set to that figure, is underpayment on other pay items, as computed in the final estimate, amounting to $7,959.40.

This left a net overpayment to the contractor of $147,147.23. Of that sum, we were holding as retainage at the end of the job $71,661.32, leaving a balance or net overpayment of $75,485.91. Recovery of this last mentioned figure was sought in the earlier trial.

It appeared during the first trial and the appeal, that the principal controversy involves overpayment on four (4) pay items amounting to approximately $131,000. The items involved are general excavation, extra for selected subgrade material, long and short overhaul.

This principal dispute may be traced back to our contract plans which called for installation of 18 inches of selected subgrade materials throughout the job, with corresponding excavation 18 inches below sub-grade in all cuts on the job.

When work commenced, it was discovered that in many of the cuts, the native material was rock suitable for sub-grade purposes. Accordingly, our engineering personnel instructed the contractor not to remove the 18 inches of material in those areas where the native material was suitable. According to our personnel, this procedure was followed, and the 18 inches was not actually excavated in any of the rock cuts.

The contractor's personnel testified that it was necessary to handle or move nearly all of this material. There was also testimony that the State personnel had instructed the contractor to take out the 18 inches in the rock cuts and replace it with selected sub-grade material, in order to achieve uniformity of compaction throughout the job.

We made no written change as to the 18 inches of material in rock cuts, other than construction stakes placed during the job. On the appeal, the Supreme Court held that the placing of such stakes was not a written change order. This may be of considerable importance on the retrial, in view of the contract provision that deviations from the plans are permissible only on the written order of the engineer (Art. 1.5.2, 1954 Standard Specifications).

This problem of the 18 inches of selected sub-grade material does not in any event account for more than about 80% or $105,000 of the overpayment on the four (4) pay items involved, according to our engineering personnel's calculations. On the first trial, evidence to this effect was excluded.

As previously noted, the evidence at the first trial, and presumably the evidence at the second trial, will be such as would support a finding that the $105,000, or perhaps the entire $131,000 in the four pay items mentioned, is all the State's, all the contractor's, or to be apportioned between the parties. Since we, as plaintiff, have the burden of proof, perhaps the contractor must be regarded as having the balance of probabilities on this matter in his favor.

As noted in my earlier memorandum, at that time I recommended that we attempt to obtain a compromise whereby the contractors would pay us the highest figure obtainable in the range of from $10,000 to $30,000.

Subsequent to your most recent conversations with Mr. Rogers about settlement possibilities, I discussed the same subject with the contractor's attorney, Mr. Kobin. He indicated at that time that the contractor would be willing to settle this entire matter if the State would pay them $10,000 net. I indicated some doubt that this would be acceptable, but agreed to transmit the offer to you for consideration.

It should be noted that this offer is, because of late developments, within the range of my earlier recommendation as to a suitable compromise figure.

At the time of my earlier memorandum, I was accounting for an additional credit to the contractor of some $2,700.00, which was withheld from payments due the contractor on Contract No. 5971, an entirely separate job, as an offset to our overpayment claim on this project.

I have subsequently learned, that on yet another unrelated job, Contract No. 5955, we withheld an additional sum of $7,271.89, with no justification other than as an offset to the overpayment on the subject project. Further, I learned that on August 29, 1963 (more than a year before the first trial) the Commission granted the contractor's request for an extension of time on this project, to the extent of allowing an extension of 44 days, which at $300 per day amounts to a remission of $13,200.00 due to the contractor. These two items were unknown to me at the time of the first trial or my earlier memorandum on settlement figures.

Thus, we are in the position of holding an additional $10,202.13 which the contractor has coming on other jobs, which are unrelated to the subject project. Further, we should, pursuant to the Commission's action in Augst of 1963, allow the contractor an additional credit of $13,200.00 representing remission of liquidated damages.

It may be observed that our previous failure to give credit for the liquidated damages which should have been remitted, may be a source of some embarrassment upon a re-trial. Since the time extension was granted long before the first trial, it can be made to appear that we intentionally claimed at least $13,200 more than we could have reasonably believed we were entitled to. The same is true of the withholding of $7,271.89 on Contract No. 5955, which occurred in a post-final estimate for the period ending September 19, 1962, on a voucher issued July 31, 1963. The facts regarding these items may not be presently known or appreciated by the contractor, but before the re-trial, we will have to allege these facts by Supplemental Complaint. Otherwise, we would again be claiming $20,471.89 more than we could have coming which is possibly unethical for an attorney and certainly poor practice for a public agency.

Accordingly, in view of the uncertainties involved in a re-trial, not to mention the time and expense involved, I believe that the contractor's offer is within the range of reasonable proposals. It should also be noted that several of our witnesses used on the first trial are no longer with the department and they may or may not be available. These include L. R. Chandler, then Division Engineer, who is now retired, as well as Messrs. Burrell, Bowne, and Framhus, all of whom were members of Mr. Haller's crew at the time, and all of whom have since moved on to greener pastures.

Considering the figures involved in another way, the most the State could recover would be $52,279.78 (Net overpayment of $75,485.91, less additional credits of $23,206.13). The theoretical maximum the contractor might recover would be $102,826.85, consisting of the retainage ($71,661.32), plus the admitted additional credits ($23,206.13), plus the underpayments on other items ($7,959.40). If the items on which the contractor did not seriously question the overpayments ($24,151.78) are deducted, this still leaves $78,675.07 which the contractor might reasonably be expected to recover if the jury finds against us. Thus, the mathematical possibilities favor the contractor by at least $26,395.29.

Since we have the burden of proof, this balancing of maximum possibilities indicates that a compromise on the basis of a $10,000 net payment to the contractor is not unreasonable.

Since, as noted above, the re-trial is scheduled to begin November 18th, I would appreciate an early reply as to whether or not a settlement should be effected on the basis of a $10,000 net payment to the contractor. This would, of course, involve a release from the contractor from any and all claims on the two outside jobs, as well as on the subject project.

Alan H. Johansen

Alan Johansen
Staff Attorney

AJ/bdr
cc: G. E. Rohde

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FORM E-30X—50M—7-66

SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1967

Mike
[illegible]

To:

MEMO TO FILE

SUBJECT: Possible Compromise
State Highway Commission
vs. Heintz, et al
File L-4343

Pursuant to Mr. Porter's recent verbal request, I have reviewed the Supreme Court's opinion again, in order to make a recommendation as to the advisability of attempting to compromise this case, as an alternative to a new trial. I understand that the contractors have indicated to Mr. Porter a desire to explore settlement possibilities.

Briefly, I believe that a settlement, if some mutually acceptable basis can be found, would be in the best interests of the State. Shortly after the Supreme Court handed down its opinion, I advised the contractor's attorney, in reply to his question, that I had no objection to the parties' attempting a settlement without the direct participation of either attorney. I also made it clear that we had not changed our position as to who should be paying whom in any settlement.

Aside from the substantial sum of money involved in this specific case, I understand that the Department's primary interest in this case has been to establish the right of our engineering personnel to measure and compute the quantities of work performed on our projects. Despite the Supreme Court's decision affirming the Order for New Trial, I feel that the decision does substantiallyvindicate our right to determine quantities.

The adverse decision resulted primarily from the Court's view that there was a factual issue, upon which the jury should have been instructed, as to whether the engineer had verbally instructed the contractor to delete 18" of below-subgrade excavation in the rock cuts. The contractor's testimony was that no such instruction had been given; the plans and original staking admittedly called for such excavation, and replacement with selected subgrade material.

If I correctly interpret the Supreme Court's opinion, it means that if, upon a new trial, the jury finds in our favor upon the issue of such verbal change order, the case would be over and we would be entitled to a verdict. It is impossible to predict the jury's finding on this issue with

any degree of assurance. If the jury finds against us on such issue, then

> "...There is an issue on the quantity of materials excavated and replaced with select material in these rock cuts.
>
> "On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted* of such quantities, this determination would be final unless there was fraud or gross mistake."

I do not believe there is evidence from which the jury could find any "fraud" in our determination of quantities. However, there was evidence at the first trial from which the jury might have found that the contractor did as much as 109,000 c.y. of below-subgrade excavation for which no payment was made. Such a finding, if made, would no doubt amount to "gross mistake."

This part of the controversy, centering around the disputed below-subgrade work in rock cuts, involves four pay items, and nearly $131,000 * of the total of $147,000 in dispute. (The items involved are General Excavation, Extra for Selected Subgrade Material, Long Overhaul and Short Overhaul).

I believe that we could prove that the areas where we "deleted" the 18" of selected subgrade material cannot, by actual measurement, account for more than about 80 per cent of the overpayment on the four pay items directly involved. If it is assumed that our final estimate is correct on the other eleven pay items involving an overpayment, and that 20 per cent of the overpayment on the four seriously disputed items cannot be seriously questioned by the contractor, there is still almost $105,000 of "solid core" dispute.

This may provide a basis for arriving at a somewhat rational compromise figure. In round figures, our total claim is $147,000, involving overpayment on 15 separate pay items. We have about $72,000 of this in retainage. The 18" of excavation and selected subgrade in rock cuts, plus related haul, are the only things the contractor could find to really object to in our final estimate. Only about 80 per cent of the overpayment on four pay items, amounting to $105,000 can be attributed to this situation where the contractor claims we acted erroneously. The evidence is such as would support a finding that this sum is all the State's, all the contractors', or to be apportioned between the parties.

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*Article 1.5.1, 1954 Standard Specifications; substantially the same provision is set forth in Article 5-1 of the current specifications. I am not certain whether the Court regards our final estimate, prepared in the normal course of business, as a "determination under the disputes clause," but I doubt it. Thus, the estimate itself, in this case, might not be entitled to finality.

*Rounded or approximate figures are, for simplicity, used throughout this memo.

If the seriously disputed $105,000 were to be split evenly between State and contractors, the contractors would owe us about $23,000. The contractors are, in any event, entitled to an additional credit of a little over $2,700, which we withheld from their earnings on another job to apply on our claim. Thus, a net payment to us of some $20,000 would, I believe, represent an approximately 50/50 compromise of the seriously disputed items.

In the event of a new trial, I believe that we could almost certainly prevail as to the eleven pay items not affected by the work in rock cuts, or about $16,000. We should also have a somewhat better than even chance to prevail as to some 20 per cent of the four affected items, or about $26,000. Assuming that we do prevail as to both of these portions of the claim, a verdict might still be anywhere from $75,500 in our favor, to $29,500 in the contractors' favor. (As noted, in any case, the contractor is still entitled to an additional credit of some $2,700.) Within this range, I believe the evidence is sufficiently indecisive that the probabilities are no better than even. Since we, as plaintiff, have the burden of proof, perhaps the contractors must be given a slight edge.

Aside from the uncertainties as to the outcome, a re-trial of this case will require not only a great deal of time by the legal division, but substantial time, effort and expense by other departmental personnel in preparation and actual trial. Although the trial could probably be concluded in somewhat less than the two weeks required for the first trial, we will be handicapped by the fact that several of our most effective witnesses are no longer employed by the department, and may or may not be available as witnesses and for pre-trial consultation.

My recommendation would be that a compromise be attempted, whereby the contractors would pay the State the highest figure obtainable in the range from $10,000 to $30,000. If a compromise is possible, some disposition should also be made of the contractors' valid claim against us for their Supreme Court costs, amounting to $356.60.

ALAN H. JOHANSEN
Staff Attorney

AHJ:gv

Salem, Oregon
March 2, 1967

Possible Compromise
State Highway Commission
vs. Peintz, et al
File L-4343

MEMO TO FILE

Pursuant to Mr. Porter's recent verbal request, I have reviewed the Supreme Court's opinion again, in order to make a recommendation as to the advisability of attempting to compromise this case, as an alternative to a new trial. I understand that the contractors have indicated to Mr. Porter a desire to explore settlement possibilities.

Briefly, I believe that a settlement, if some mutually acceptable basis can be found, would be in the best interests of the State. Shortly after the Supreme Court handed down its opinion, I advised the contractor's attorney, in reply to his question, that I had no objection to the parties' attempting a settlement without the direct participation of either attorney. I also made it clear that we had not changed our position as to who should be paying whom in any settlement.

Aside from the substantial sum of money involved in this specific case, I understand that the Department's primary interest in this case has been to establish the right of our engineering personnel to measure and compute the quantities of work performed on our projects. Despite the Supreme Court's decision affirming the Order for New Trial, I feel that the decision does substantially vindicate our right to determine quantities.

The adverse decision resulted primarily from the Court's view that there was a factual issue, upon which the jury should have been instructed, as to whether the engineer had verbally instructed the contractor to delete 18' of below-subgrade excavation in the rock cuts. The contractor's testimony was that no such instruction had been given; the plans and original staking admittedly called for such excavation, and replacement with selected subgrade material.

If I correctly interpret the Supreme Court's opinion, it means that if, upon a new trial, the jury finds in our favor upon the issue of such verbal change order, the case would be over and we would be entitled to a verdict. It is impossible to predict the jury's finding on this issue with

any degree of [illegible]. If the jury finds against us on such issue, then

> "...There is an issue on the quantity of materials excavated and replaced with select material in these rock cuts.
>
> 'On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted* of such quantities, this determination would be final unless there was fraud or gross mistake.'"

I do not believe there is evidence from which the jury could find any "fraud" in our determination of quantities. However, there was evidence at the first trial from which the jury might have found that the contractor did as much as 100,000 c.y. of below-subgrade excavation for which no payment was made. Such a finding, if made, would no doubt amount to 'gross mistake.'"

This part of the controversy, centering around the disputed below-subgrade work in rock cuts, involves four pay items, and nearly $231,000** of the total of $247,000 in dispute. (The four items involved are General Excavation, Extra for Selected Subgrade Material, Long Overhaul and Short Overhaul).

I believe that we could [illegible] that the areas where we 'undercut' the 18" of selected subgrade material did not, by actual measurement, account for more than about 60 per cent of the overpayment on the four pay items directly involved. If it is assumed that our final estimate is correct on the other eleven pay items involving an overpayment, and that 60 per cent of the overpayment on the four [illegible] could be seriously questioned by the contractor, there is still about $100,000 of '[illegible]' dispute.

This may provide a basis for arriving at a somewhat rational compromise figure. In round figures, our total claim is $247,000, involving overpayment on 15 separate pay items. We have about $72,000 of this in no dispute. The 18" of subgrade and selected material in rock cuts, plus related haul, are the only things the contractor could hope to really object to in our final estimate. Only about 60 per cent of the overpayment on four pay items, amounting to $105,000 can be attributed to this situation where the contractor claims [illegible] uncertainty. No evidence is such as would support a finding that this sum is all the State's, all the contractors', or to be apportioned between the parties.

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*Article 1.5.1, 1954 Standard Specifications; substantially the same provision is set forth in Article 5-1 of the current specifications. I am not certain whether the court regards our final estimate, prepared in the normal course of business, as a 'determination under the disputes clause,' but I doubt it. Thus, the estimate itself, in this case, might not be entitled to finality.

**Rounded or approximate figures are, for simplicity, used throughout this memo.

If the seriously disputed $105,000 were to be split evenly between State and contractor, the contractors would owe us about $22,000. The contractors are, in my opinion, entitled to an additional credit of a little over $2,700, which we withheld from their earnings on another job to apply on our claim. Thus, a net payment to us of some $20,000 would, I believe, represent an approximately 50/50 compromise of the seriously disputed items.

In the event of a new trial, I believe that we could almost certainly prevail as to the [illegible] per item not [illegible] by the work in each case, or about $16,000. We should also have somewhat better than even chance to prevail as to some 60 per cent of the four disputed items, or about $36,000. Assuming that we do prevail as to both of these portions of the claim, a verdict might still be anywhere from $77,[illegible] in our favor, to $27,500 in the contractors' favor. (In which, in any event, the contractor is still entitled to an additional credit of some $2,700.) Within this range, I believe the evidence is sufficiently inconclusive that the probabilities are no better than even. Since we, as plaintiff, have the burden of proof, perhaps the contractors must be given a slight edge.

Aside from the uncertainties as to the outcome, a re-trial of this case will require not only a great deal of time by the legal division, but substantial time, effort and expense by other departmental personnel in preparation and actual trial. Although the trial would probably be concluded in somewhat less time than the two weeks required for the first trial, we will be handicapped by the fact that several of our most important witnesses are no longer employed by the department, and may or may not be available as witnesses and for pre-trial consultation.

My recommendation would be that a compromise be attempted, whereby the contractors would pay the State the highest figure obtainable in the range from $[illegible],000 to $20,000. If a compromise is possible, such disposition should also be in lieu of the contractors' valid claim against us for their Supreme Court costs, amounting to $[illegible].

A[illegible] H. [illegible]
Staff Attorney

AHJ:gw

No. 8393—February 1, 1967

IN THE SUPREME COURT OF THE STATE OF OREGON

IN BANC

STATE HIGHWAY COMMISSION, *Appellant*, v. HEINTZ CONSTRUCTION CO. ET AL, *Respondents*.

Appeal from Circuit Court, Multnomah County.

ALAN F. DAVIS, Judge.

Argued and submitted April 8, 1966; reargued November 3, 1966.

Alan H. Johansen, Assistant Attorney General, Salem, argued and reargued the cause for appellant. With him on the briefs were Robert Y. Thornton, Attorney General, and G. E. Rohde, Assistant Attorney General, Salem.

Leo Levenson and *Norman B. Kobin*, Portland, argued and reargued the cause for respondents. With them on the brief were Kobin & Meyer, Portland.

Before MCALLISTER, Chief Justice, and PERRY, SLOAN, O'CONNELL, GOODWIN, DENECKE and HOLMAN, Justices.

AFFIRMED.

DENECKE, J.

The defendants were joint venturers who performed the grading contract for the plaintiff Highway Commission in the construction of nine miles of Interstate 5. The Commission brought this action to recover an alleged overpayment of $75,000 made to the defendants. The joint venturers counterclaimed for the $72,000 retainage held by the Commission. The jury returned a verdict in favor of the Commission for the entire amount sought. The trial court granted defendants' motion for a new trial and plaintiff appeals.

The motion for a new trial stated many alleged grounds. The order granting the new trial and the parties' briefs are limited to the issues of whether the instructions given were correct, whether the jury was adequately instructed, and whether the forms of verdict submitted to the jury were correct.

As in most construction contract cases, the issues are technical, difficult for laymen to comprehend and ill-adapted for jury determination. The experienced trial judge commented: "This has been the most amazing lawsuit I have ever tried, factualwise and legalwise."

The contract was to construct the roadbed and did not include placing the road surface. Performance involved cutting through the hills and filling in the valleys, thus bringing the bed to a grade or elevation fixed by the Commission.

Prior to the putting out the job for bids, the Commission made a detailed study of the work to be done and prepared plans and specifications. These included the approximate quantities of materials to be excavated and handled. For example, general excavation, 1,688,000 cubic yards; toe trench excavation, 20,400 cubic yards. The primary portion of the bids was an offer to perform the work at a price per unit of the work estimated to be done. For example, the toe trench excavation was bid at 50 cents per cubic yard; based upon the estimated amount of 20,400 cubic yards of such excavation to be required, the bid on this item was $10,200. When the work is actually performed it must be determined how many cubic yards of toe trench excavation has been done and the contractor will be paid 50 cents per cubic yard of cubic yards for such work whether it is more or less than the quantity originally estimated.

The performance of construction work such as this takes a long period of time; therefore, contracts covering such work customarily provide, as does this contract, for monthly payments based upon an estimate of the amount of work performed during the past month. A small percentage of the amount estimated due is kept by the Commission as retainage, a form of surety. The joint venturers received 16 monthly payments. When the entire job was completed and computation of the total cost of the work was made by the Commission, it was of the opinion that the joint venturers had been overpaid by $147,000. The Commission demanded the return of $75,000 and stated its intention to permanently retain the retainage in the amount of $72,000.

The principal cause of the dispute was excavation below subgrade and then the backfilling of such space. The joint venturers' job was to prepare the roadbed to subgrade. (Another contract would be let to lay a base course on the subgrade and surface the road at finish grade.) The plans called for the contractor to excavate 18 inches below subgrade and replace such excavated area with selected subgrade material. Under the contract the joint venturers were to be paid at the general excavation unit price for this below subgrade work plus 10 cents per cubic yard for selected subgrade material. The Commission's resident engineer testified:

> "We used the select subgrade material to re-

> inforce the road. In other words, when the native material is not suitable or we do not consider that it has sufficient bearing capacities to support the gravel, the pavement, and the traffic that will be on the road, then we will excavate out these inferior materials and replace them with the selected subgrade material."

The specifications provided that these selected subgrade materials would be of granular nature. The materials could come from excavation made in constructing the road bed or from "borrow areas."

All agree that when the job was initially staked out, before any work began, the stakes were placed and marked to indicate that the contractor should excavate to 18 inches below subgrade, i.e., in accordance with the original plans.

The resident engineer testified that after the work commenced, he determined by visual observation that in the seven rock cuts and in one other area the native material, rock, had suitable bearing capacity to hold the finish course and the subsequent traffic. Therefore, he testified he verbally instructed the contractor not to excavate below subgrade in those areas and not to place selected subgrade materials. Commission witnesses testified that these areas were restaked to indicate that the contractor should only excavate to subgrade, and not 18 inches lower. Contrary to the provisions of the contract, this alleged change in the work to be performed was not by written order.① The alleged writing on the stakes the Commission claims were reset does not constitute that permanent record that the contract contemplated when it required

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① No substantial issue was raised as to the enforceability of a change not embodied in a written order.

changes to be in writing. *Courtney v. Provincial Exhibition Commission,* 41 Nova Scotia 71 (1906).

The defendants' witnesses testified that the areas had not been restaked and no instructions had been received to grade only to subgrade and not 18 inches lower. Defendants' foreman testified he asked the Commission's engineer if he had to excavate certain rock 18 inches below subgrade. He stated that the engineer said it all had to be excavated, otherwise with some subgrade solid and others filled it would settle unevenly and result in bumps in the pavement. The defendants' witnesses testified that the contractor did excavate to 18 inches below subgrade and placed selected subgrade materials in these areas.

After the contractor started performance and monthly estimates and payments were made, the resident engineer approved payments for general excavation 18 inches below subgrade and for the placing of selected subgrade materials in those areas in which he testified he had instructed the contractor not to excavate below subgrade. His explanation was that his personnel made their computations of what the contractor had performed on the basis of the computations from the original plans which required excavating to 18 inches below subgrade and the placing of selected subgrade materials. He stated: "* * * It was an error on my part that I did not eliminate these overexcavations, if you will, or this 18 inches, from those areas early in the project. The simple truth of the matter is, I completely forgot about the stuff."

Eventually, the resident engineer realized the contractor had been paid for excavation and material placement that the engineer had testified he ordered changes to be in writing. *Courtney v. Provincial Exhibition Commission,* 41 Nova Scotia 71 (1906).

The defendants' witnesses testified that the areas had not been restaked and no instructions had been received to grade only to subgrade and not 18 inches lower. Defendants' foreman testified he asked the Commission's engineer if he had to excavate certain rock 18 inches below subgrade. He stated that the engineer said it all had to be excavated, otherwise with some subgrade solid and others filled it would settle unevenly and result in bumps in the pavement. The defendants' witnesses testified that the contractor did excavate to 18 inches below subgrade and placed selected subgrade materials in these areas.

After the contractor started performance and monthly estimates and payments were made, the resident engineer approved payments for general excavation 18 inches below subgrade and for the placing of selected subgrade materials in those areas in which he testified he had instructed the contractor not to excavate below subgrade. His explanation was that his personnel made their computations of what the contractor had performed on the basis of the computations from the original plans which required excavating to 18 inches below subgrade and the placing of selected subgrade materials. He stated: "* * * It was an error on my part that I did not eliminate these overexcavations, if you will, or this 18 inches, from those areas early in the project. The simple truth of the matter is, I completely forgot about the stuff."

Eventually, the resident engineer realized the contractor had been paid for excavation and material placement that the engineer had testified he ordered the contractor not to do and that it did not do. He had an assistant compute the amount of excavation and selected subgrade materials called for in those areas from which they had been deleted. Unit prices for these quantities, together with unit prices for hauling said materials, were subtracted from the total amount paid by the monthly payments. Because of these subtractions the final estimate indicated that the contractor had been overpaid.

We agree with the trial court that the jury was not correctly or adequately instructed.

The controversy over the instructions to the jury primarily concerned the effect the jury must give the monthly payments and the after-completion final cost computation of the Commission.

The trial court instructed:

> "There is a disputable presumption that an official duty, required by law to be performed, has been duly and regularly performed. The State highway engineer is required by law, either personally or through his assistants, to make estimates determining the amount earned under highway construction contracts. The contract entered into by the plaintiff and the defendants provides, in part, that all partial estimates of work performed are subject to correction in the final estimate. Thus there is a presumption that the engineer's final estimate was duly and regularly made. However, there is no presumption that the final estimate was correct but merely prima facie, or on its face, correct.
>
> "There is also a disputable presumption that money paid by one to another was due to the latter. In other words, you may presume that the money paid by the State Highway Department to the defendants was due the defendants, and thus, ladies and gentlemen, the burden of proof in this case

> rests upon the State Highway Department to prove by a preponderance of the evidence that payments made to the defendants were a mistake as alleged in plaintiff's complaint, or, in other words, they must prove the material allegations of their complaint by a preponderance of the evidence."

These were the only instructions directed to the specific issues in the case. Defendants excepted to such instructions and requested instructions stating their theory.

In its order granting the new trial the court stated that it believed it erred "due to errors relating to instructions to the jury pertaining to the prima facie status of the final estimate without giving any regard to the effect of the other monthly progress estimates and payments and thereby over-emphasizing and placing undue stress on the final estimate * * * and because of the complex nature of the issues of fact the court did not adequately and fully instruct the jury * * *."

ORS 41.360 sets out 39 disputable presumptions. Among these is: "(15) Official duty has been regularly performed."

As seen from the afore-quoted instruction, the court charged the jury that there is a presumption that the final estimate was "duly and regularly made" but there is no presumption that the final estimate was correct. However, the court then said that the final estimate was "merely prima facie, or on its face, correct." The trial court had just previously instructed: "Prima facie evidence is defined as that evidence which sufficies for the proof of a particular fact until contradicted and overcome by other evidence." Therefore, the court by instructing that the final estimate was prima facie correct, in effect instructed that there was a presumption that it was correct.①

In *Sweeney v. Jackson County,* 93 Or 96, 120, 178 P 365, 182 P 380 (1919), we stated: "The final estimate assailed in this suit is merely *prima facie* correct." The basis for such a statement is not articulated; however, it probably was a provision in the public contract involved which made final the decision of the state engineer in all controversies to which the provision is applicable. The court stated the usual rule that such a provision is binding unless fraud or gross mistake are proved. It then found that gross mistake was proved. The statement is not completely correct. If the provision is applicable the engineer's decision is conclusive, not merely "prima facie." If fraud or gross mistake is proved the engineer's decision has no evidentiary weight.

The Highway Commission has not referred us to any decisions deciding whether the statutory or common-law presumption that official duty has been regularly performed is applicable to facts such as are here present, nor have we found any direct authority upon the question. Wigmore points out:

> "It may be said that most of the instances of its application are found attended by several conditions; first, that the matter is more or less in the past, and incapable of easily procured evidence; secondly, that it involves a mere formality, or detail of required procedure, in the routine of a litigation or of a public officer's action; next, that it involves to some extent the security of apparently

---

① This is not intended as a precise statement of the effect of presumptions, of a definition of "prima facie" or the effect of the trial court's further instruction that the state retained the burden of proof. On these matters see U. S. National Bank v. Lloyd's, 239 Or 298, 323, 325, 382 P2d 851, 396 P2d 765 (1964).

> vested rights, so that the presumption will serve to prevent an unwholesome uncertainty; and, finally, that the circumstances of the particular case add some element of probability." 9 Wigmore, Evidence (3d ed) 488, § 2534.

Examples are the presumption that district boundary board posted election notices: *School District No. 17 v. Powell,* 203 Or 168, 279 P2d 492 (1955), or the presumption that a judgment was entered the day it was given: *Allen v. Levens,* 101 Or 466, 198 P 907, 199 P 595 (1921).

The presumption is usually applied as evidence of the act of a neutral, dispassionate and impartial official, with no interest in the matter except to regularly perform the duties imposed upon him. It is frequently applied as proof of acts of a judge or other court officers. *State ex rel Livingstone v. Williams,* 45 Or 314, 77 P 965, 67 LRA 167 (1904); *Freeman v. Preston,* 49 Or 175, 89 P 375 (1907); *State v. Lillie,* 172 Or 194, 139 P2d 576 (1943).

At the trial the principal contention of the Commission was that the final estimate was correct because the engineer had verbally ordered deleted some of the subexcavation required by the original plans. There is no reason to hold that the engineer's version of that issue is presumed to be correct, particularly when, if his version is correct, he failed regularly to perform his duty by failing to comply with the contract by making the change by written order. On this issue the engineer cannot help but be an adversary and not a neutral, impartial officer.

We hold the statutory presumption is not applicable to those facts.

The Commission also contends that the instruction that the final estimate was prima facie correct was not prejudicial as it was entitled to a more favorable instruction that the final estimate of the engineer was conclusive and a verdict for plaintiff should be returned. It has alleged this theory in its reply.

The contract provides (Standard Specifications 1.9.10):

> "At a regular period each month the engineer shall make an estimate of the amount of work completed and of the value of such completed work. * * *. With these estimates as a base, a partial payment shall be made to the contractor, which partial payment shall be equal to the value of completed work as computed from the engineer's estimate * * *.
>
> "* * * * *
>
> "The estimates upon which partial payment are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. * * *"

Section 1.9.13 provides:

> "As soon as practicable after the completion and acceptance of the work under the contract, there shall be prepared by the engineer a final estimate of the quantities of the various classes of work performed. With this estimate of quantities as a base, determination shall be made of the total amount earned by the contractor in accordance with the terms of the contract * * *.
>
> "* * * * *
>
> "All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

Section 1.5.1 provides:

> "To prevent misunderstandings, disputes and litigation it is expressly understood by all of the parties to the contract, including the surety, that

> the engineer shall, in all cases, determine any and all questions which may arise concerning the quality, quantity, and acceptability of materials furnished and work performed; the manner and rate of progress of the performance of all work; the interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials; and his estimates and decisions in these matters shall be final, binding, and conclusive upon all parties to the contract."

This court has held, consistent with other jurisdictions, that if the engineer's decision falls within the purview of the provision just above quoted, it is final and can only be set aside by proof of fraud or gross mistake. *Friberg v. Elrod,* 136 Or 186, 296 P 1061 (1931); *Baker v. Multnomah County,* 118 Or 143, 246 P 352 (1926); Annotation, 110 ALR 137, 143 (1937). We find, however, that the controversy here is not governed by this provision.

As stated, one of the controversies is whether the engineer changed the work required in the original plan by deleting certain subgrade excavation. This is not an issue encompassed by the above-quoted provision. This is not a question of "quality, quantity, and acceptability of materials furnished and work performed," or does not involve "the manner and rate of progress," or "interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials."

The reason behind such provisions lends further support to our holding. In *Mayer v. East Side Logging Co.,* 130 Or 341, 354-355, 278 P 957, 280 P 343 (1929), the court stated:

> "* * * Provisions of the kind now before us, we are told in the case last cited, had their origin in

> contracts for the building of important and extensive government works and were designed to avoid harassing litigation over questions that could only be determined efficiently by those possessed of scientific knowledge. * * *"

The question in this instance of determining whether or not the engineer changed the work does not depend upon scientific or technical observation or knowledge, but upon a determination of the credibility of the witnesses. The Commission's witnesses say the work was changed and the joint venturers' witnesses say it was not.

Our conclusion that the delegation to the engineer of the power of final determination is limited in scope is also supported by the general judicial view that the grant of power to conclusively determine controversies arising under the contract must clearly be expressed.

As stated, the principal contention at trial of the Commission was that the subexcavation and replacement by select materials in the rock cuts had been verbally deleted and, therefore, the Commission was not obligated to pay for any subgrade excavation or the replacement of materials at these locations. However, if it is found that the Commission did not make this deletion, there is an issue on the quantity of materials excavated and replaced with select material in these rock cuts. On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted of such quantities, this determination would be final unless there was fraud or gross mistake.

Affirmed.

STATUS OF PAYMENT TO

HEINTZ & ROGERS

CONTRACT NO. 5902

Overpayment	$147,147.23
Less Retainage	71,661.32
Net Overpayment	$ 75,485.91
Highway Commission Approved Restoring of 44 days of Liquidated Damages at $300/day (Not Paid)	$ 13,200.00
Balance due Highway Department on Contract No. 5902	$ 62,285.91
Payment Due on Contract No. 5971 (Final)	$ 2,734.24
Payment Due on Contract No. 5955 (Post Final)	7,271.89
	$ 10,006.13

March 13, 1967

Balance Sheet HEINTZ-ROGERS Contract No. 5902

Gross Overpayment	$ 155,106.63
Less Underpayment	- 7,959.40
Net Overpayment	147,147.23
Less Retainage	- 71,661.32
Balance of Overpayment	75,485.91
Less approved liquidated damages not paid	- 13,200.00
	62,285.91
Less funds held on other jobs	- 10,006.18
Total owed to State	52,279.73

--

Gross Overpayment	$ 155,106.63
Less Items Contractor Agrees Are Overpaid	- 24,151.78
Maximum Amount Contractor Could Collect in Court	$ 130,954.85
Plus Underpayment	7,959.40
	$ 138,914.25
Plus Retainage	71,661.32
	$ 210,575.57
Plus Liquidated Damages	13,200.00
	$ 223,775.57
Less Gross Overpayment	- 155,106.63
	68,668.94
Plus Withheld on Other Jobs	10,006.13
Payment Due Contractor on Loss of Case	$ 78,675.07

Balance Sheet HEINTZ-ROGERS Contract No. 5902

Gross Overpayment	$ 155,106.63
Less Underpayment	- 7,959.40
Net Overpayment	147,147.23
Less Retainage	- 71,661.32
Balance of Overpayment	75,485.91
Less approved liquidated damages not paid	- 13,200.00
	62,285.91
Less funds held on other jobs	- 10,006.18
Total owed to State	52,279.73

--

Gross Overpayment	$ 155,106.63
Less Items Contractor Agrees Are Overpaid	- 24,151.78
Maximum Amount Contractor Could Collect in Court	$ 130,954.85
Plus Underpayment	7,959.40
	$ 138,914.25
Plus Retainage	71,661.32
	$ 210,575.57
Plus Liquidated Damages	13,200.00
	$ 223,775.57
Less Gross Overpayment	- 155,106.63
	68,668.94
Plus Withheld on Other Jobs	10,006.13
Payment Due Contractor on Loss of Case	$ 78,675.07

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Rd and Topping

RECEIVED
FEB 28 1968
FOR FILE

I-5-1(30)18

[illegible]

Salem, Oregon
February 28, 1968

Contract 5902
12th St.-North Ashland Intchge.
R. A. Heintz Construction Co.
and Rogers Construction, Inc.

MEMO TO FILE

This date, at my verbal request, Jack Sollis verified that the Legal Department had advised recommendation to the State Highway Commission of acceptance of the contract being withheld pending final outcome of State vs Contractor litigation.

The contract files do document the Office Enginner's letter to Mr. Shaw, dated April 1, 1963, stating the contract was ready for acceptance and the Chief Counsel's letter, dated April 5, 1963 to the contractor advising him of possible legal action.

The information outlined was gathered with the expectancy that Mr. Cooper had made a query as to the status of the acceptance of the contract.

Vince Gallagher

VG:alh

cc: L. H. Young
Jack Sollis

RECEIVED
FEB 1 - 1968
FOR FILING

I-5-1(30)18

5902

C

February 1, 1968

The Continental Insurance Companies
160 Pine Street
San Francisco, California 94111

Attention: Mr. Milton M. Hollmann
Supervising Underwriter
Pacific Bond Department

Gentlemen:

Heintz-Rogers Construction Company Contract No. 5902 for work on the North Ashland Interchange Section of the Pacific Highway in Jackson County is still in litigation.

I checked with our Legal Division and find that no date has been set for trial. As you may know, the case was before the Supreme Court and the verdict was appealed.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

The CONTINENTAL INSURANCE COMPANIES

THE CONTINENTAL INSURANCE COMPANY • FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK • COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J.
NIAGARA FIRE INSURANCE COMPANY • NATIONAL-BEN FRANKLIN INSURANCE COMPANY OF PITTSBURGH, PA.
NATIONAL-BEN FRANKLIN LIFE INSURANCE CORPORATION • BOSTON OLD COLONY INSURANCE COMPANY
SEABOARD FIRE & MARINE INSURANCE COMPANY • WASHINGTON GENERAL INSURANCE CORPORATION

160 Pine Street, San Francisco, California 94111

January 30, 1968

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Re: Heintz - Rogers Construction Company
Contract #5902 - Grading & Structures on 12th Street - North Ashland Interchange Section of Pacific Highway, Jackson County
Our Bond: S 1277832

Dear Mr. Query:

Thank you for your January 22nd letter advising that the job has not as yet been accepted.

Perhaps the problem concerning the dispute may now be nearing some sort of determination, and we would appreciate your advices concerning this. Does it appear that they will arrive at a satisfactory determination in the next few months?

Yours very truly,

Milton M. Hollmann
Supervising Underwriter
Pacific Bond Department

MMH/cm

enclosure: Self-Addressed stamped envelope

RECEIVED
FEB 1 1968
OREGON
STATE HIGHWAY COMMISSION

C

RECEIVED
JAN 22 1968
FOR FILE

I-5-1(30)18

5902

January 22, 1968

The Continental Insurance Companies
160 Pine Street
San Francisco, California 94111

Attention: Mr. Alan S. Tierney
Supervising Underwriter
Pacific Bond Department

Gentlemen:

In response to your letter of January 15, Contract No. 5902 with R. A. Heintz Construction Company and Rogers Construction Inc., has not been accepted by the Highway Commission.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

The CONTINENTAL INSURANCE COMPANIES

THE CONTINENTAL INSURANCE COMPANY • FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK • COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J.
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SEABOARD FIRE & MARINE INSURANCE COMPANY • WASHINGTON GENERAL INSURANCE CORPORATION

160 Pine Street, San Francisco, California 94111

January 15, 1968

AIRMAIL

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Re: Heintz - Rogers Construction Company
Contract #5902 - Grading & Structures on 12th
Street - North Ashland Interchange Section of
Pacific Highway, Jackson County
Our Bond: S 1277832

Gentlemen:

Please advise us of the acceptance date and final contract price for this project so that we can make a premium adjustment and close our bond.

We last wrote you February 20, 1967, on the subject.

Very truly yours,

Alan S. Tierney
Alan S. Tierney
Supervising Underwriter
Pacific Bond Department

AST:mab

Fran
please reply
FQ

NOTED
FLOYD QUERY

RECEIVED
JAN 19 1968
OREGON
STATE HIGHWAY COMMISSION

JAN 30 1968

UNITED STATES GOVERNMENT

Memorandum

Madison

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: January 17, 1968

In reply refer to: 08-35.5

I-5-1(30)18

5902

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer, by L. R. Backlund, Admin Manager
Salem, Oregon

L. R. Backlund

SUBJECT: Audit Report 67-835-29
Project I-5-1(30)18

This audit report was issued on April 12, 1967 and has been held open since Item 1 of the report stated that the source records for the contract were in the possession of the Circuit Court and not available for audit due to legal proceedings to recover an overpayment to the contractor. The project involved was I-5-1(30)18, Contract No. 5902, completed September 12, 1962, 12th Street - North Ashland Interchange Section.

Due to the extended delay and the fact the records apparently are still not available, the final voucher is being returned. The amount involved is $2,308,156.43 of which $1000 remains to be paid on the final voucher.

The final voucher may be submitted when the source records are available. We should be advised in your transmittal of the voucher that the records are available for audit.

Enclosure

orig. to Madison 1-18-68

copy to Young

NOTED
F. B. KLABOE

RECEIVED
JAN 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible]

BUREAU OF PUBLIC ROADS

PUBLIC VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

(PPM 30-6)

BUREAU VOUCHER NO. 66 - ~~65~~ - 268

BUREAU SCHEDULE NO.

APPROPRIATION

PAID BY

(For use of Paying Office)

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)* Treasurer of the State of Oregon

ADDRESS Capitol Building, Salem, Oregon

STATE Oregon

FEDERAL AID PROJECT NO. I-5-1(30)18

PROGRAM APPROVED 9-30-60

CONTRACT NO. -

VOUCHER PERIOD: FROM 4-1-61 TO 3-12-64

FOR PRO-RATA SHARE OF THE UNITED STATES FOR LABOR AND MATERIALS ACTUALLY PUT INTO THE WORK COMPRISING THE ABOVE-MENTIONED PROJECT, AS FOLLOWS:

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED	APPROVED FOR PAYMENT *(Payee must not use this column)*
$2,690,953.57	$2,596,227.77	92.32%	$2,396,837.47	$2,395,837.47	$1,000.00	

I CERTIFY That, in accordance with the laws of the State, and under the direct supervision of the State Highway Department thereof, labor and materials have been actually supplied and used in the above-mentioned project, in accordance with the contract specified above; that no claim has been presented to or payment made by the United States for the labor and materials for which payment is claimed herein; and that the quantities and values of said labor and materials so actually supplied and used in said project, in conformity with said contract, are as shown in the "Statement of Labor and Materials" herewith.

STATE HIGHWAY DEPARTMENT Oregon

SIGN ORIGINAL ONLY

SIGNATURE OF AUTHORIZED OFFICER Forrest Cooper

Forrest Cooper
State Hwy. Engr.

I CERTIFY that the labor and materials herein described have been inspected by me, or under my direction, by an employee of the Bureau of Public Roads and are in accordance with the contract specified above and that the amount now claimed by the State is justly due.

ACCOUNT SUBMITTED FOR $1,000.00

DIFFERENCES (HEREIN EXPLAINED)

APPROVED FOR $

SIGN ORIGINAL ONLY

SIGNATURE OF PUBLIC ROADS REPRESENTATIVE

USCOMM-DC 49062-P61

STATEMENT OF LABOR AND MATERIALS

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	12TH STREET-NORTH ASHLAND INTERCHANGE SECTION JACKSON COUNTY Construction Type Code 0010 Roadway (Sta. 824+35.50 to Sta. 1332+25) (Contract 5902) For detail listing of project cost see semifinal voucher #20.					

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SEP 14 1967
FOR FILING

I-5-1(30) 1

5902

FORM 2-30 80M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1967

SUBJECT:

To: MEMO TO FILE

On this date, I discussed by telephone with Bob Heintz the controversy on the Heintz-Rogers construction project in Jackson County southerly of Medford.

After some discussion of possible areas of settlement, it was Mr. Heintz's decision to adjudicate the matter in the courts.

Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
George Rohde
L. R. Chandler

2-5-1 (30) 18

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JUL 24 1967
[illegible]

5902

The CONTINENTAL INSURANCE COMPANIES

THE CONTINENTAL INSURANCE COMPANY • FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK • COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J.
NIAGARA FIRE INSURANCE COMPANY • NATIONAL-BEN FRANKLIN INSURANCE COMPANY OF PITTSBURGH, PA.
NATIONAL-BEN FRANKLIN LIFE INSURANCE CORPORATION • BOSTON OLD COLONY INSURANCE COMPANY
SEABOARD FIRE & MARINE INSURANCE COMPANY • WASHINGTON GENERAL INSURANCE CORPORATION

160 Pine Street, San Francisco, California 94111

July 18, 1967

VIA AIR MAIL

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: Heintz-Rogers Construction Company
Bond No. S 1277832
Contract No. 5902
Grading and Structures on 12th Street,
North Ashland Interchange Section of
the Pacific Highway in Jackson County

Dear Mr. Query:

Do you have the final contract price for the captioned bond? Your February 27, 1967 letter to Mr. Milano of our department came out of suspense and a review of our file shows this project is still open and we do not have a final status report.

For your convenience I have attached our regular status form and would appreciate its return in the enclosed stamped return addressed envelope.

Yours very truly,

Alan S. Tierney

Alan S. Tierney
Supervising Underwriter

AST:zt

Cec

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JUL 21 1967
OFF NEERING

NOTED
FLOYD QUERY

RECEIVED
JUL 20 1967
OREGON
STATE HIGHWAY COMMISSION

Ret-form, 7/24/67
Compl.=9-12-62
Accepted= Not Yet
Final Contr. Price=Not Determind

NOTED
C. W. HEAD

JUN 2 - 1967

[illegible] 1(30) 18
[illegible]

5-5-67

Roger Heinz . Contract No. 5902

N. ashland

Don Haller called 11:15 and left the following message:

He has found mass diagrams.

Number 1 is main line mass

Number 2 is top soil

Number 3 is top soil

Numbers 4 & 5 are top soil

Number 6 he hasn't found yet. He thinks it is in the Court. He will have to find out what it is about; there is nothing in correspondence file.

Number 7 is directed haul.

Numbers 8 and 9 are top soil.

He can come down Monday at your convenience. Please let him know by teletype what time.

S.

NOTED
F. B. KLABOE

Balance Sheet HEINTZ-ROGERS Contract No. 5902

Gross Overpayment	$ 155,106.63
Less Underpayment	- 7,959.40
Net Overpayment	147,147.23
Less Retainage	- 71,661.32
Balance of Overpayment	75,485.91
Less approved liquidated damages not paid	- 13,200.00
	62,285.91
Less funds held on other jobs	- 10,006.18
Total owed to State	52,279.73

--

Gross Overpayment	$ 155,106.63
Less Items Contractor Agrees Are Overpaid	- 24,151.78
Maximum Amount Contractor Could Collect in Court	$ 130,954.85
Plus Underpayment	7,959.40
	$ 138,914.25
Plus Retainage	71,661.32
	$ 210,575.57
Plus Liquidated Damages	13,200.00
	$ 223,775.57
Less Gross Overpayment	- 155,106.63
	68,668.94
Plus Withheld on Other Jobs	10,006.13
Payment Due Contractor on Loss of Case	$ 78,675.07

RECEIVED
APR 19 1967

I-5-1(30)15

5902

1524

Salem, Oregon
April 19, 1967

12th St. -N. Ashland Interchange Sec.

Mr. D. H. Haller, Jr.
District Maintenance Superintendent

Portland

Thank you for sending the four books of notes for the subject-named project. I have looked over the notes, as has Mr. Porter.

I am returning the notes to you so that all the material will be kept in one place.

L. H. Young
Office Engineer

LHY:ia

Attachments:
Book #2, "L" Line X-Sections, Sta. 1002 to 1163+62.
Book #3, Sta. 1162+98 to 1332+25.
Book #7, N. Ashland Interchange X-Sections.
Book #9, Select Subgrade Material X-Sections.

RECEIVED
APR 13 1967

FORM E-30 50M 10-66 SP*23401-734

FOR FILING
I-5-1
5102

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
April 12, 1967

To: Memo to the Files

SUBJECT: 12th Street-North
Ashland Interchange
Heintz-Rogers Claim

When Mr. Haller was in my office last week, he advised me that three of the key witnesses that appeared for the State at the first trial were no longer employed by the State.

George R. Burrell and William C. Bowne are working in the Medford area doing consulting or land surveying work and Ragnar Framhus is apparently working in southern California.

F. B. Klaboe

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: R. L. Porter

RECEIVED
MAY 1967
FOR F

[illegible]

1524

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1967

SUBJECT: FBK Assignment No. 1524

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

12th Street-North Ashland Interchange - Contract 5902

Contract Amount - $2,408,331

Contractor - R.A. Heintz Construction Company and Rogers Construction, Inc.

Date of Award - May 10, 1961

Date of Completion - September 12, 1962

150 workdays allowed

Time extension granted for 44 days, primarily for extra work orders. (BPR approved and Highway Commission approved August 29, 1963, but the $13,200 damages has not been returned to the contractor.)

The legal actions arise from overpayment to the contractor on progress estimates. The extent of this overpayment is as follows:

Net Progress Overpayment	-	$147,147.23
- Retainage	-	-71,661.32
Net Overpayment		$ 75,485.91

Attached is copy of a March 13, 1967 summary prepared in Office Engineering showing status of payment to this contractor.

The circumstances of the overpayment are best explained in a January 13, 1963 letter by Resident Engineer Haller. (copy attached) (States Exhibit A details the quantities and amounts of overpay on 15 items, and underpayment on 17 items. A copy of this is attached, on which we have added a column showing the contract quantities.)

The contractor's defense is to try to discredit the final measurement and quantities and yet give credibility to the progress payments. This makes a confusing and contradictory situation. This is primarily concerned with the general excavation (particularly in the plan 18" depth subgrade excavation zone), long overhaul, and selected subgrade materials in that there is a direct relationship between them, and the major overpayment was on these items.

Pages 18-23 of the contractor's brief submitted to the Supreme Court show the effort to discredit our basis of re-measure (pointing particularly at changes in notes done in office to delete the select subgrade and excavation in some areas.)

The State's version of the re-measure is described on Pages 21-25 of its brief. (Copies of pages referred to above are attached)

The fact that there was no actual re-staking in the rock cuts to establish a new excavation limit above the original staking limit and thereby deleting the select zone, seems to be a critical point. We do seem to lack specific information as to how the instruction to the contractor was given, but this has not been the central issue. (Attached is August 28, 1964 letter from Resident Engineer which sets forth the changed sections.)

A set of the project plans are also attached.

The above is the most pertinent information I can gather in the limited time available. I understand the trial took two weeks, so there is obviously a lot of related material. L.H. Young attended the trial and is familiar with the issues. Al Johannsen was attorney for the State.

F.D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

JAB:sg
Attachments

STATUS OF PAYMENT TO

HEINTZ & ROGERS

CONTRACT NO. 5902

Overpayment	$147,147.23
Less Retainage	71,681.32
Net Overpayment	$ 75,465.91
Highway Commission Approved Restoring of 44 days of Liquidated Damages at $300/day (Not Paid)	$ 13,200.00 ✓
Balance due Highway Department on Contract No. 5902	$ 62,285.91 ✓
Payment Due on Contract No. 5971 (Final).	$ 2,734.24 ✓
Payment Due on Contract No. 5955 (Post Final)	7,271.89 ✓
Boardman Jct. - Irrigon	$ 10,006.13

8

62,285.91
~~10,271.89~~
~~$52,014.02~~

March 13, 1967

147,147.[illegible]3 Overpayment
130, 954.85 Disputed

16,192.38 ← {Ours that Cont. has
His that we have } → 7, 959.40
8, 232.98 balance due state on all but disputed items

130,954.85
−71, 661.32 retainage
59,293.53
−13, 200.00 L. D. held.
46,093.53
−10 006.13 retainage other jobs
36,087.40

Exhibit A

Schedule 1 - SCHEDULE OF OVERPAYMENTS

	Item	Unit	Unit Price	Contract Quantity ↓	Quantities Paid for on Progress Payments	Quantities Actually Performed	Quantities Overestimated
#3	Toe Trench Excavation, Unclass.	cu. yd.	.50	20,400	14,080.0	13,075.7	1,004.3
#5	Special Borrow Excavation, Unclass.	cu. yd.	.30	346.000	188,772.4	179,853.5	8,918.9
#6	General Excavation, Unclass.	cu. yd.	.60	1,688,000	1,856,800.0	1,732,809.5	123,990.5
#7	Extra for Selected Subgrade Materials	cu. yd.	.10	357,900	357,900.0	248,571.9	109,321.8
#8	Short Overhaul	yd. stas.	.005	6,400,000	7,040,002.0	5,981,339.0	1,058,663.0
#9	Long Overhaul	c.yd.stas.	.30	393.000	432,300.0	297,851.9	134,448.1
#28	18 Inch Culvert End Sections	only	42.00	68	69.0	68.0	1.0
#53	3/4"-0 Material in Base	tons	2.60	4.700	6,487.1	6,305.41	181.69
#54	Sprinkling	M-gals.	1.50	5,400	8,892.88	8,725.65	167.23
#59	120-150 Asphalt	tons	53.00	70	12.67	12.35	.32
P.A. #9	Load and Place Topsoil	cu. yd.	.50		80,000.0	56,340.1	23,659.9
P.A. #10	Loose Riprap	cu. yd.	.90		55,635.0	49,904.8	5,730.2
* #67 A	Class A Concrete Adj. Brs. 8890, 8891	cu. yd.	65.00		2,040.0	2,021.01	18.99
* #69 A	Metal Reinf. Adj. Brs. 8890, 8891	lbs.	.1312		343,000.0	341,274.00	1,726.00
** #731	24 in. Siphon Pipe	lin. ft.	6.228		280.0	0	280.00
							TOTALS

* Items 67A and 69A represent adjustments for decreased quantities of concrete and reinforcing metal, respectively, in Bridges No.
bid on a lump sum basis, were made pursuant to special provision "Measurement and Payment," on pp. 41, 42 of the contract.

** This relates to original contract item No. 33, 24 inch Concrete Siphon Pipe. Pursuant to the contract, when this material was de
a portion of their invoice cost for this material. (Monthly Estimate No. 5, paid on Warrant #693155, dated October 26, 1961.) Th
advanced was $1,743.84. This material was never incorporated in the work. Upon completion of the work, plaintiff purchased the
$1,917.84 (See Sheet No. 2, item PA#12). Accordingly, under item #731 above, defendants were charged the $1,743.84 advanced to th

*** See Schedule 2.

Exhibit A

Schedule 1 - SCHEDULE OF OVERPAYMENTS

Quantities			Dollar Amounts			
aid for on Pro-ress Payments	Actually Performed	Overestimated	Paid on Progress Payments	Actually Earned	Overpayment	
14,080.0	13,075.7	1,004.3	7,040.00	6,537.85	502.15	Can prove
188,772.4	179,853.5	8,918.9	56,631.72	53,956.05	2,675.67	"
1,856,800.0	1,732,809.5	123,990.5	1,114,080.00	1,039,685.70	74,394.30	
357,900.0	248,571.9	109,321.8	35,790.00	24,857.19	10,932.81	?
7,040,002.0	5,981,339.0	1,058,663.0	35,200.01	29,906.70	5,293.31	
432,300.0	297,851.9	134,448.1	129,690.00	89,355.57	40,334.43	
69.0	68.0	1.0	2,898.00	2,856.00	42.00	[illegible]
6,487.1	6,305.41	181.69	16,866.46	16,394.07	472.39	Can [illegible]
8,892.88	8,725.65	167.23	13,339.32	13,088.48	250.84	Can prove
12.67	12.35	.32	671.51	654.55	16.96	Can prove
80,000.0	56,340.1	23,659.9	40,000.00	28,170.05	11,829.95	Can prove
55,635.0	49,904.8	5,730.2	50,071.50	44,914.32	5,157.18	" "
2,040.0	2,021.01	18.99	132,600.00	131,365.65	1,234.35	" "
343,000.0	341,274.00	1,726.00	45,000.00	44,773.55	226.45	" "
280.0	0	280.00	1,743.84	0	1,743.84	" "
		TOTALS	1,681,622.36	1,526,515.73	155,106.63	
			*** Less Underpayment (Amounts Earned but Unpaid) on Other Items		7,959.40	
					$ 147,147.23	

Can prove

$130,954.85 =

[illegible] can prove on contract has dropped

f concrete and reinforcing metal, respectively, in Bridges No. 8890 and 8891. Adjustments to these items, originally
Measurement and Payment," on pp. 41, 42 of the contract.

phon Pipe. Pursuant to the contract, when this material was delivered to the site, plaintiff advanced to defendants
ate No. 5, paid on Warrant #693155, dated October 26, 1961.) The total invoice cost was $1,917.84; the portion
he work. Upon completion of the work, plaintiff purchased the material from defendants at their full invoice cost of
#731 above, defendants were charged the $1,743.84 advanced to them earlier.

52,000.00 we owe according
to plans

36,000.00 ~~more~~ as staked

Give back 10,000 +
+ 25,000 more on
Ashland job

NOTED
F. B. KLABOE

No question on Topsoil }
" " " Riprap }

One mass or more
How was dist of selected material handled?

Was pit staked to take out select 918-938 and two other location?

Check depth of drilling

NOTED
F. B. KLAGGE

IN THE SUPREME COURT OF THE STATE OF OREGON

In Banc

RECEIVED
FEB 2 1967

State of Oregon, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson,

Appellant,

v.

R. A. Heintz Construction Co., a corporation, and Rogers Construction, Inc., a corporation,

Respondents.

Appeal from Circuit Court, Multnomah County.

Alan F. Davis, Judge.

Argued and submitted April 8, 1966; reargued November 3, 1966.

Alan H. Johansen, Assistant Attorney General, Salem, argued and reargued the cause for appellant. With him on the briefs were Robert Y. Thornton, Attorney General, and G. E. Rohde, Assistant Attorney General, Salem.

Leo Levenson and Norman B. Kobin, Portland, argued and reargued the cause for respondents. With them on the brief were Kobin & Meyer, Portland.

Before McAllister, Chief Justice, and Perry, Sloan, O'Connell, Goodwin, Denecke and Holman, Justices.

DENECKE, J.

Affirmed.

FILED

DENECKE, J.

The defendants were joint venturers who performed the grading contract for the plaintiff Highway Commission in the construction of nine miles of Interstate 5. The Commission brought this action to recover an alleged overpayment of $75,000 made to the defendants. The joint venturers counterclaimed for the $72,000 retainage held by the Commission. The jury returned a verdict in favor of the Commission for the entire amount sought. The trial court granted defendants' motion for a new trial and plaintiff appeals.

The motion for a new trial stated many alleged grounds. The order granting the new trial and the parties' briefs are limited to the issues of whether the instructions given were correct, whether the jury was adequately instructed, and whether the forms of verdict submitted to the jury were correct.

As in most construction contract cases, the issues are technical, difficult for laymen to comprehend and ill-adapted for jury determination. The experienced trial judge commented: "This has been the most amazing lawsuit I have ever tried, factualwise and legalwise."

The contract was to construct the roadbed and did not include placing the road surface. Performance involved cutting through the hills and filling in the valleys, thus bringing the bed to a grade or elevation fixed by the Commission.

Prior to the putting out the job for bids, the Commission made a detailed study of the work to be done and prepared plans and specifications. These included the approximate quantities of materials to be excavated and handled. For example, general excavation, 1,688,000 cubic yards; toe trench excavation, 20,400 cubic yards. The primary portion of the bids was an offer to perform the work at a price per unit of the work estimated to be done. For example, the toe trench excavation was bid at 50 cents per cubic yard; based upon the estimated amount of 20,400 cubic yards of such excavation to be required, the bid on this item was $10,200. When the work is actually performed it must be determined how many cubic yards of toe trench excavation has been done and the contractor will be paid 50 cents per cubic yard of cubic yards for such work whether it is more or less than the quantity originally estimated.

The performance of construction work such as this takes a long period of time; therefore, contracts covering such work customarily provide, as does this contract, for monthly payments based upon an estimate of the amount of work performed during the past month. A small percentage of the amount estimated due is kept by the Commission as retainage, a form of surety. The joint venturers received 16 monthly payments. When the entire job was completed and computation of the total cost of the work was made by the Commission, it was of the opinion that the joint venturers had been overpaid by $147,000. The Commission demanded the return of $75,000 and stated its intention to permanently retain the retainage in the amount of $72,000.

The principal cause of the dispute was excavation below subgrade and then the backfilling of such space. The joint venturers' job was to prepare the roadbed to subgrade. (Another contract would be let to lay a base course on the subgrade and surface the road at finish grade.) The plans called for the contractor to excavate 18 inches below subgrade and replace such excavated area with selected subgrade material. Under the contract the joint venturers were to be paid at the general excavation unit price for this below subgrade work plus 10 cents per cubic yard for selected subgrade material. The Commission's resident engineer testified:

> "We used the select subgrade material to reinforce the road. In other words, when the native material is not suitable or we do not consider that it has sufficient bearing capacities to support the gravel, the pavement, and the traffic that will be on the road, then we will excavate out these inferior materials and replace them with the selected subgrade material."

The specifications provided that these selected subgrade materials would be of granular nature. The materials could come from excavation made in constructing the roadbed or from borrow areas."

All agree that when the job was initially staked out, before any work began, the stakes were placed and marked to indicate that the contractor should excavate to 18 inches below subgrade, i.e., in accordance with the original plans.

The resident engineer testified that after the work commenced, he determined by visual observation that in the seven rock cuts and in one other area the native material, rock, had suitable bearing capacity to hold the finish course and the subsequent traffic. Therefore, he testified he verbally instructed the contractor not to excavate below subgrade in those areas and not to place selected subgrade materials. Commission witnesses testified that these areas were restaked to indicate that the contractor should only excavate to subgrade, and not 18 inches lower. Contrary to the provisions of the contract, this alleged change in the work to be performed was not by written order.[1] The alleged writing on the stakes the Commission claims were reset does not constitute that permanent record that the contract contemplated when it required changes to be in writing. Courtney v. Provincial Exhibition Commission, 41 Nova Scotia 71 (1906).

The defendants' witnesses testified that the areas had not been restaked and no instructions had been received to grade only to subgrade and not 18 inches lower. Defendants' foreman testified he asked the Commission's engineer if he had to excavate certain rock 18 inches below subgrade. He stated that the engineer said it all had to be excavated, otherwise with some subgrade solid and others filled, it would settle unevenly and result in bumps in the pavement. The defendants' witnesses testified that the contractor did excavate to 18 inches below subgrade and placed selected subgrade materials in these areas.

After the contractor started performance and monthly estimates and payments were made, the resident engineer approved payments for general excavation 18 inches below subgrade and for the placing of selected subgrade materials in those areas in which he testified he had instructed the contractor not to excavate below subgrade. His explanation was that his personnel made their computations of what the contractor had performed on the basis of the computations from the original plans which required excavating to 18 inches below subgrade and the placing of selected subgrade materials. He stated: "* * * It was an error on my part that I did not eliminate these overexcavations, if you will, or this 18 inches, from those areas early in the project. The simple truth of the matter is, I completely forgot about the stuff."

Eventually, the resident engineer realized the contractor had been paid for excavation and material placement that the engineer had testified he ordered the contractor not to do and that it did not do. He had an assistant compute the amount of excavation and selected subgrade materials called for in those areas from which they had been deleted. Unit prices for these quantities, together with unit prices for hauling said materials, were subtracted from the total amount paid by the monthly payments. Because of these subtractions the final estimate indicated that the contractor had been overpaid.

We agree with the trial court that the jury was not correctly or adequately instructed.

The controversy over the instructions to the jury primarily concerned the effect the jury must give the monthly payments and the after-completion final cost computation of the Commission.

The trial court instructed:

> "There is a disputable presumption that an official duty, required by law to be performed, has been duly and regularly performed. The State highway engineer is required by law, either personally or through his assistants, to make estimates determining the amount earned under highway construction contracts. The contract entered into by the plaintiff and the defendants provides, in part, that all partial estimates of work performed are subject to correction in the final estimate. Thus there is a presumption that the engineer's final estimate was duly and regularly made. However, there is no presumption that the final estimate was correct but merely prima facie, or on its face, correct.
>
> 'There is also a disputable presumption that money paid by one to another was due to the latter. In other words, you may presume that the money paid by the State Highway Department to the defendants was due the defendants, and thus, ladies and gentlemen, the burden of proof in this case rests upon the State Highway Department to prove by a preponderance of the evidence that payments made to the

> defendants were a mistake as alleged in plaintiff's complaint, or, in other words, they must prove the material allegations of their complaint by a preponderance of the evidence."

These were the only instructions directed to the specific issues in the case. Defendants excepted to such instructions and requested instructions stating their theory.

In its order granting the new trial the court stated that it believed it erred "due to errors relating to instructions to the jury pertaining to the prima facie status of the final estimate without giving any regard to the effect of the other monthly progress estimates and payments and thereby over-emphasizing and placing undue stress on the final estimate * * * and because of the complex nature of the issues of fact the court did not adequately and fully instruct the jury * * *."

ORS 41.360 sets out 39 disputable presumptions. Among these is: "(15) Official duty has been regularly performed."

As seen from the afore-quoted instruction, the court charged the jury that there is a presumption that the final estimate was "duly and regularly made" but there is no presumption that the final estimate was correct. However, the court then said that the final estimate was "merely prima facie, or on its face, correct." The trial court had just previously instructed: "Prima facie evidence is defined as that evidence which suffices for the proof of a particular fact until contradicted and overcome by other evidence." Therefore, the court by instructing that the final estimate was prima facie correct, in effect instructed that there was a presumption that it was correct.[2]

In Sweeney v. Jackson County, 93 Or 96, 120, 178 P 365, 182 P 380 (1919), we stated: "The final estimate assailed in this suit is merely *prima facie* correct." The basis for such a statement is not articulated; however, it probably was a provision in the public contract involved which made final the decision of the state engineer in all controversies to which the provision is applicable. The court stated the usual rule that such a provision is binding unless fraud or gross mistake are proved. It then found that gross mistake was proved. The statement is not completely correct. If the provision is applicable the engineer's decision is conclusive, not merely "prima facie." If fraud or gross mistake are proved the engineer's decision has no evidentiary weight.

The Highway Commission has not referred us to any decisions deciding whether the statutory or common-law presumption that official duty has been regularly performed is applicable to facts such as are here present, nor have we found any direct authority upon the question. Wigmore points out:

> "It may be said that most of the instances of its application are found attended by several conditions; first, that the matter is more or less in the past, and incapable of easily procured evidence; secondly, that it involves a mere formality, or detail of required procedure, in the routine of a litigation or of a public officer's action; next, that it involves to some extent the security of apparently vested rights, so that the presumption will serve to prevent an unwholesome uncertainty; and, finally, that the circumstances of the particular case add some element of probability." 9 Wigmore, Evidence (3d ed) 488, § 2534.

Examples are the presumption that district boundary board posted election notices: School Dist. No. 17 v. Powell, 203 Or 168, 279 P2d 492 (1955), or the presumption that a judgment was entered the day it was given: Allen v. Levens, 101 Or 466, 198 P 907, 199 P 595 (1921).

The presumption is usually applied as evidence of the act of a neutral, dispassionate and impartial official, with no interest in the matter except to regularly perform the duties imposed upon him. It is frequently applied as proof of acts of a judge or other court officers. State ex rel Livingstone v. Williams, 45 Or 314, 77 P 965, 67 LRA 167 (1904); Freeman v. Preston, 49 Or 175, 89 P 375 (1907); State v. Lillie, 172 Or 194, 139 P2d 576 (1943).

At the trial the principal contention of the Commission was that the final estimate was correct because the engineer had verbally ordered deleted some of the subexcavation required by the original plans. There is no reason to hold that the engineer's version of that issue is presumed to be correct, particularly when, if his version is correct, he failed regularly to perform his duty by failing to comply with the contract by making the change by written order. On this issue the engineer cannot help but be an adversary and not a neutral, impartial officer.

We hold the statutory presumption is not applicable to these facts.

The Commission also contends that the instruction that the final estimate was prima facie correct was not prejudicial as it was entitled to a more favorable instruction that the final estimate of the engineer was conclusive and a verdict for plaintiff should be returned. It has alleged this theory in its reply.

The contract provides (Standard Specifications 1.9.10):

> "At a regular period each month the engineer shall make an estimate of the amount of work completed and of the value of such completed work. * * *. With these estimates as a base, a partial payment shall be made to the contractor, which partial payment shall be equal to the value of completed work as computed from the engineer's estimate * * *.
>
> "* * * * *
>
> "The estimates upon which partial payment are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. * * *"

Section 1.9.13 provides:

> "As soon as practicable after the completion and acceptance of the work under the contract, there shall be prepared by the engineer a final estimate of the quantities of the various classes of work performed. With this estimate of quantities as a base, determination shall be made of the total amount earned by the contractor in accordance with the terms of the contract * * *.

"* * * * *

"All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

Section 1.5.1 provides:

> "To prevent misunderstandings, disputes and litigation it is expressly understood by all of the parties to the contract, including the surety, that the engineer shall, in all cases, determine any and all questions which may arise concerning the quality, quantity, and acceptability of materials furnished and work performed; the manner and rate of progress of the performance of all work; the interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials; and his estimates and decisions in these matters shall be final, binding, and conclusive upon all parties to the contract."

This court has held, consistent with other jurisdictions, that if the engineer's decision falls within the purview of the provision just above quoted, it is final and can only be set aside by proof of fraud or gross mistake. Friberg v. Elrod, 136 Or 186, 296 P 1061 (1931); Baker v. Multnomah County, 116 Or 143, 246 P 352 (1926); Annotation, 110 ALR 137, 143 (1937). We find, however, that the controversy here is not governed by this provision.

As stated, one of the controversies is whether the engineer changed the work required in the original plan by deleting certain subgrade excavation. This is not an issue encompassed by the above-quoted provision. This is not a question of "quality, quantity, and acceptability of materials furnished and work performed," or does not involve "the manner and rate of progress," or "interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials."

The reason behind such provisions lends further support to our holding. In Mayer v. East Side Logging Co., 130 Or 341, 354-355, 278 P 957, 280 P 343 (1929), the court stated:

> "* * * Provisions of the kind now before us, we are told in the case last cited, had their origin in contracts

> for the building of important and extensive government works and were designed to avoid harassing litigation over questions that could only be determined efficiently by those possessed of scientific knowledge. * * *"

The question in this instance of determining whether or not the engineer changed the work does not depend upon scientific or technical observation or knowledge, but upon a determination of the credibility of the witnesses. The Commission's witnesses say the work was changed and the joint venturers' witnesses say it was not.

Our conclusion that the delegation to the engineer of the power of final determination is limited in scope is also supported by the general judicial view that the grant of power to conclusively determine controversies arising under the contract must clearly be expressed.

As stated, the principal contention at trial of the Commission was that the subexcavation and replacement by select materials in the rock cuts had been verbally deleted and, therefore, the Commission was not obligated to pay for any subgrade excavation or the replacement of materials at these locations. However, if it is found that the Commission did not make this deletion, there is an issue on the quantity of materials excavated and replaced with select material in these rock cuts. On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted of such quantities, this determination would be final unless there was fraud or gross mistake.

Affirmed.

FOOTNOTES

[1] No substantial issue was raised as to the enforceability of a change not embodied in a written order.

[2] This is not intended as a precise statement of the effect of presumptions, of a definition of "prima facie" or the effect of the trial court's further instruction that the state retained the burden of proof. On these matters see U. S. National Bank v. Lloyd's, 239 Or 298, 323, 325, 382 P2d 851, 396 P2d 765 (1964).

FORM 2-30 50M 10-63

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1967

To:

MEMO TO FILE

SUBJECT: Possible Compromise
State Highway Commission
vs. Heintz, et al
File L-4343

Pursuant to Mr. Porter's recent verbal request, I have reviewed the Supreme Court's opinion again, in order to make a recommendation as to the advisability of attempting to compromise this case, as an alternative to a new trial. I understand that the contractors have indicated to Mr. Porter a desire to explore settlement possibilities.

Briefly, I believe that a settlement, if some mutually acceptable basis can be found, would be in the best interests of the State. Shortly after the Supreme Court handed down its opinion, I advised the contractor's attorney, in reply to his question, that I had no objection to the parties' attempting a settlement without the direct participation of either attorney. I also made it clear that we had not changed our position as to who should be paying whom in any settlement.

Aside from the substantial sum of money involved in this specific case, I understand that the Department's primary interest in this case has been to establish the right of our engineering personnel to measure and compute the quantities of work performed on our projects. Despite the Supreme Court's decision affirming the Order for New Trial, I feel that the decision does substantially vindicate our right to determine quantities.

The adverse decision resulted primarily from the Court's view that there was a factual issue, upon which the jury should have been instructed, as to whether the engineer had verbally instructed the contractor to delete 18" of below-subgrade excavation in the rock cuts. The contractor's testimony was that no such instruction had been given; the plans and original staking admittedly called for such excavation, and replacement with selected subgrade material.

If I correctly interpret the Supreme Court's opinion, it means that if, upon a new trial, the jury finds in our favor upon the issue of such verbal change order, the case would be over and we would be entitled to a verdict. It is impossible to predict the jury's finding on this issue with

any degree of assurance. If the jury finds against us on such issue, then

> "...There is an issue on the quantity of materials excavated and replaced with select material in these rock cuts.
>
> "On this issue, i.e., the quantity of material excavated and replaced, if the engineer actually made a determination under the disputes clause above quoted* of such quantities, this determination would be final unless there was fraud or gross mistake."

I do not believe there is evidence from which the jury could find any "fraud" in our determination of quantities. However, there was evidence at the first trial from which the jury might have found that the contractor did as much as 109,000 c.y. of below-subgrade excavation for which no payment was made. Such a finding, if made, would no doubt amount to "gross mistake."

This part of the controversy, centering around the disputed below-subgrade work in rock cuts, involves four pay items, and nearly $131,000* of the total of $147,000 in dispute. (The items involved are General Excavation, Extra for Selected Subgrade Material, Long Overhaul and Short Overhaul).

I believe that we could prove that the areas where we "deleted" the 18" of selected subgrade material cannot, by actual measurement, account for more than about 80 per cent of the overpayment on the four pay items directly involved. If it is assumed that our final estimate is correct on the other eleven pay items involving an overpayment, and that 20 per cent of the overpayment on the four seriously disputed items cannot be seriously questioned by the contractor, there is still almost $105,000 of "solid core" dispute.

This may provide a basis for arriving at a somewhat rational compromise figure. In round figures, our total claim is $147,000, involving overpayment on 15 separate pay items. We have about $72,000 of this in retainage. The 18" of excavation and selected subgrade in rock cuts, plus related haul, are the only things the contractor could find to really object to in our final estimate. Only about 80 per cent of the overpayment on four pay items, amounting to $105,000 can be attributed to this situation where the contractor claims we acted erroneously. The evidence is such as would support a finding that this sum is all the State's, all the contractors', or to be apportioned between the parties.

---

*Article 1.5.1, 1954 Standard Specifications; substantially the same provision is set forth in Article 5-1 of the current specifications. I am not certain whether the Court regards our final estimate, prepared in the normal course of business, as a "determination under the disputes clause," but I doubt it. Thus, the estimate itself, in this case, might not be entitled to finality.

*Rounded or approximate figures are, for simplicity, used throughout this memo.

If the seriously disputed $105,000 were to be split evenly between State and contractors, the contractors would owe us about $23,000. The contractors are, in any event, entitled to an additional credit of a little over $2,700, which we withheld from their earnings on another job to apply on our claim. Thus, a net payment to us of some $20,000 would, I believe, represent an approximately 50/50 compromise of the seriously disputed items.

In the event of a new trial, I believe that we could almost certainly prevail as to the eleven pay items not affected by the work in rock cuts, or about $16,000. We should also have a somewhat better than even chance to prevail as to some 20 per cent of the four affected items, or about $26,000. Assuming that we do prevail as to both of these portions of the claim, a verdict might still be anywhere from $75,500 in our favor, to $29,500 in the contractors' favor. (As noted, in any case, the contractor is still entitled to an additional credit of some $2,700.) Within this range, I believe the evidence is sufficiently indecisive that the probabilities are no better than even. Since we, as plaintiff, have the burden of proof, perhaps the contractors must be given a slight edge.

Aside from the uncertainties as to the outcome, a re-trial of this case will require not only a great deal of time by the legal division, but substantial time, effort and expense by other departmental personnel in preparation and actual trial. Although the trial could probably be concluded in somewhat less than the two weeks required for the first trial, we will be handicapped by the fact that several of our most effective witnesses are no longer employed by the department, and may or may not be available as witnesses and for pre-trial consultation.

My recommendation would be that a compromise be attempted, whereby the contractors would pay the State the highest figure obtainable in the range from $10,000 to $30,000. If a compromise is possible, some disposition should also be made of the contractors' valid claim against us for their Supreme Court costs, amounting to $356.60.

Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

13,200
7,800
20,500

FORM E-30 50M 8-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Ashland, Oregon
August 28, 1964

SUBJECT: State vs Heintz & Rogers
12th St.- N. Ashland Interchange
Pacific Hwy. Jackson County
Paving

To: F.D. Morgan,
Construction Engr.
Salem, Oregon

At the meeting between Heintz & Rogers and the Department on July 8, 1964, The Contractor questioned the accuracy of final quanities computed on general excavation, S.O.H., L.O.H., extra for selected subgrade material, Rip Rap, and Topsoil. An offer was made to the contractor to review any or all measurements and calculations with the contractors personnel. The contractor refused. A request was made to this office to review our notes and calculations for the above six items and in particular the items extra for selected subgrade material, Rip Rap, and Topsoil.

General Excavation

This item was spedifically questioned only in regard to whether or not selected subgrade material was required, and this facet will be discussed along with extra for selected subgrade material.

A general review of the notes was made without finding any errors or omissions.

There are two areas which the contractor excavated beyond the slope lines. In one area, located left of sta. 960±, the contractor, in the normal course of excavation of the cut, had "dished out" a portion of the cut which left a very unsightly finished cut slope. Near the end of the project the contractor was allowed to lay back the upper half of this cut slope, which was composed of granular material suitable for select, which removed the unsightly portion of the cut and allowed the contractor access to a small granular material which expedited his finishing. The contractor was paid for this earthwork even though we had been wasting general excavation. At a subsequent date the contractor, without permission, laid back a slope right of sta. 875± in order to obtain small granular material suitable for finishing. The contractor was

Copy to L.H.Y.
8-31-64

Copy to Chandler
& Haller
per Morgan. 9/8/64
JP

(cont.)

informed at the time he would not be paid for this excavation. This judgement was affirmed by Division Office. The amount of material involved could be estimated at about 3,500 cu.yd. A remeasure of this non-approved excavation will be made and the quanities computed prior to the trial.

S.O.H. and L.O.H.

Nine mass diagrams were constructed at the completion of the project. The directed haul, and other special hauls were computed on separate mass diagrams in order to simplify the computations as much as possible. The haul has been reviewed and we have not found any errors or omissions.

Mr Heintz complained that the diagram haul was different from the actual haul. This is undoubtebly true because except for directed haul all other haul would be shown as the most economical haul

The large discrepancy between the contract amount and the actual haul cannot be explained without first knowing exactly how the final design mass was computed. Beyond this we can assume that the difference in swell factor coupled with large amounts of waste at the nearest available point must be the cause of the difference.

Extra for Selected Subgrade Material.

This item seems to be the major bone of contention. This office has calculated the total cut volumes which were not considered to have been excavated and replaced with select. They are:

Sta. to Sta.	Volume	Comment
850+50 860+50	7,448.2	Solid rock
906+00 909+00	529.5	Solid rock
911+00 948+50	20,998.7	Solid rock
953+50 964+00	4,106.6	Solid rock
985+50 993+00	3,776.4	Solid rock
1076+50 1082+00	2,453.5	Solid Rock
1153+50 1194+00	13,328.8	Solid rock
Valley View Interchange	881.5	Solid rock
1296+00 1330+50	22,782.4	Granular & Clay mat'l.
Total	76,305.6	

The calculations for this item have been reviewed and we have found no reason to pay the contractor any portion of the above 76,305.6 cu.yds. It may be noted that of the 76,305.6 cu.yds. the contractor has complained he was not paid for 53,523.2 cu.yds. were solid, the remainder being a granular material which was ~~also used~~ as select material.

Rip Rap

The Rip Rap sections and notes have been reviewed and no errors or omissions have been fouhd.

(Rip Rap Cont.)

One of the questions posed by the contractors representatives was why the toe trench exc. underran more than the RipRap. The reason for this is that RipRap was placed in several areas not called for on the plans and an extra foot of RipRap was placed and paid for between stations "L" 992+50 - 1010+25 and "L" 1104+50 - 1134+70. If these amounts were reduced from the RipRap that was actually placed then both the RipRap and the toe trench exc. would have underrun about the same percentage.

Topsoil

The topsoil excavated on this project amounted to 91,742.7 cu.yds. Of this amount 79,435 cu.yds. were used in the following manner:

56,340 cu.yds. used on this project.
13,939 cu.yds. used on the paving project.
3,117 cu.yds. (approximately) used to repair flood damage.
6,039 cu.yds. used on landscape project.

Approximately 11,000 cu.yds. was left in stockpile at N. Ashland Interchange for contouring purposes. An unknown amount was put on various areas by the contractor at his own expense because more than 6" of topsoil was required to cover his rough, rocky slopes. The topsoil in stockpile may have swelled some 10% to 15%. This would leave approximately 10,000 to 15,000 cu.yds. to be accounted for as the extra used by the contractor to facilitate his finishing operation or unaccounted for.

This office has not been able to discover any errors in the final estimate. Our offer is still open to the contractor to go over any part of the final measure or estimate.

D.H. Haller Jr.,
Resident Engineer

DHH/ad
cc: L.R. Chandler,
Division Engineer

Allan Johansen,
Legal Counsel

F.D. Morgan

FORM E-30X—50M—10-62 46623

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
January 13, 1963

CONSTRUCTION DIVISION
NOTED [illegible]

SUBJECT: Explanation of overpayment
12th St. - N. Ashland Interchange Sec.
~~Pacific Highway~~
Contract #5902

To: L.R. Chandler,
Division Engineer,
Roseburg, Oregon.

Upon completion of the semifinal estimate, it has been found that Heintz and Rogers were overpaid $147,923.50 on the Sept. 10 estimate, No. 16, which was the last estimate submitted prior to the semifinal estimate.

The items which materially contributed to this overpayment were:

Item #6, General Excavation.	125,505.9	cu. yd.	-$75,303.54
Item #7, Select Material	109,396.3	cu. yd.	-$10,939.63
Item #8, SOH	1,058,663	yd. sta.	-$ 5,293.32
Item #9, LOH	134,448.1	"C" yd. sta.	-$40,334.43
E.A. #9, Topsoil	23,659.9	cu. yd.	-$11,829.95
P.A. #10, Riprap	5,769	cu. yd.	-$ 5,192.10

Basically the reason for overpaying on all of these items was lack of time to complete field measurements, and calculation of quantities from these measurements. This necessitated making payments by utilizing that information available to me, such as load counts, and comparison of known figures with original contract authorization.

In the case of item #6, general excavation, several factors were involved which indicated to me that we would overrun the gen. exc. by approximately 10%. As early as Nov. 2, 1961 it was apparent that the excavation was making more embankment than was originally anticipated. At that time I ordered the contractor to cease all borrow operations until directed otherwise. The final estimate indicates that we underan the special borrow by approximately 173,000 cu. yds. In addition it was necessary for us to excavate below grade shown large quantities of material in the region of Sta. 1010+00 to 1050+00, Sta. 1170+00 to 1184+00, and from Sta. 1200+00 to 1251+00 in order to obtain suitable foundation. At the same time we began wasting material at the various embankments. All of these items were considered in adjusting the excavations upwards to a 10% overrun. It is also noteworthy that the selected subgrade material underran by some 109,000 cu. yds. which otherwise would have had a nearly corresponding general excavation figure.

Submitted by

Putnam

Item #7, Extra for Selected Subgrade material, underran the contract amount by 30.6%. An earlier remeasure and office calculation would have indicated this and reduced this payment.

Item #8 and #9, Haul, were increased proportionately with the general excavation. Actually the haul underran the contract amount considerably. The location mass indicated an 8% shrink on the excavation whereas the construction mass averaged a very slight swell. In addition had the select material been required as estimated the haul would have been considerably increased.

P.A. #10 covered placing topsoil. The original contract showed 80,000 cu. yds. of topsoil and indicated that none was to be placed in the medians. Later it was decided to topsoil the medians and an estimate of quantities was requested. The areas were computed by planimeter and found to closely approximate the contract amount. It was concluded that the contract amount must have originally been the amount intended for the entire project and that the 80,000 cu. yd. figure was correct. The field measurements, which have been closely checked by the contractor, were found to be only 56,340.1 cu. yds.

P.A. #11, covering riprap, underran the contract amount because solid rock was encountered and it was not necessary to excavate the toe trench fully. The riprap was cut back 14% from the original amount but this was not enough.

In summary, the entire project was left unfinished until the last. When it was possible to start remeasure on small portions, the paving contract was underway. Manpower was practically non existant for remeasure purposes. Rock was being hauled from two sources, two shifts per day. This used upwards of 12 men for rock production weighing, checking and inspection. At the same time what field crews could be borrowed or formed from remaining personnel worked long hours keeping up with the red tops and finally placing the P.C.C. and eventually getting the North Unit open for traffic. Office men worked nights trying to stay abreast of the current work as well as computing the final figures on the grading. When the results finally began taking shape we had already made the over payment.

Every effort will be made to see that there is not another occurrence of this nature. Speaking for myself, in hindsight, I can now see indications, at the time overlooked, which would be more apparent on another project.

D.H. Haller Jr.,
Resident Engineer

DH:bb

formance, payments were made with the same apparent preciseness.

The bulk of the excavation had been performed up to Estimate No. 13 (period ending July 14, 1962). Defendants were primarily engaged in bringing road up to subgrade starting April or May, 1962 (Tr. 364). Defendants continued work in excavation and placing select to bring up to grade as required during periods ending August 10, 1962, and Sept. 10, 1962, when last significant work was performed. Estimates 15 and 16 reflected payment for these items of work (Tr. 371, 372).

Estimate No. 16, Exh. 5, contains the amount of excavation, select subgrade, long and short overhall which the Engineer determined was performed after total job completion. Defendants' First Counterclaim, wherein they seek recovery of the amount earned for this work but retained by plaintiff, is based thereon.

REMEASUREMENT DID NOT AWAIT FULL JOB COMPLETION

Defendants commenced work performance in May, 1961. The First Estimate for work performed covered a period from May 17, 1961 to June 10, 1961 (Exh. 10 A).

The job remeasurement upon which plaintiff bases its claim of mistake did not start at the end of the job as is indicated by plaintiffs pleadings or the opening statement to the jury (Tr. 7). The remeasurements actually started in August or September of 1961 (Tr. 290) and continued during the course of the job and while quantities were being determined for progress payments (Tr. 467, 468). There were just some things that had to be remeasured at the very end and which were not covered over (Tr. 178).

The remeasurements during the job progress were being made in those areas where defendants were performing subgrade excavation to bottom of select and the placing of select materials, and for which payments were being made (Tr. 291).

Remeasurements, meeting acceptable engineering standards, are made by survey parties using proper equipment, and making entries in the field books of which Exh. 14 is illustrative (except for the office alterations made by Poindexter).

109,321.8 cu. yds. of Select Subgrade were deducted by Haller from payments previously made to defendants (Exh. 9 Final Estimate). A corresponding amount of General Excavation, Contract Item 6 and Short and Long Overhall (Items 7 and 8) were similarly deducted. Haller stated that these computations were prepared from field crews on actual field remeasurement (Tr. 194). Actually no record was kept of the select subgrade during the period the job was being performed (Tr. 465), and this despite the fact that the Special Provision of the Contract, page 7a second paragraph, provided for this and the original plans show separate haul brackets and no field books were available.

The mass diagram itself does not show where defendants placed select subgrade material (Tr. 484). This despite fact that defendants were required continuously to haul at considerable distances, some as far as 2 miles (Tr. 698-703).

The field survey books indicate the neat line of the cross sections from which computations of volume of excavation

From Respondent's (Contractors) Brief

are made (Tr. 471). The lower figures in each group indicate the neat line or the depth of excavation. The upper figures indicate the natural ground (Tr. 405). On several pages of the sole field book, which plaintiff introduced, several figures are crossed out. Haller stated they were crossed out on remeasure (Tr. 407) and the remeasure notes are the figures which were substituted for the original neat line section as staked (Tr. 408).

The figures which were substituted for those crossed out were not the result of any remeasure made by a field party using the proper instruments, as Haller testified, and as counsel advised the jury in his opening statement. Rather they were made in the office by Poindexter by deleting the hatched prism to bottom of select as appears on Exh. 15 and Exh. 22 (Tr. 475). It was after doing this that he sent the tampered and altered books into Salem for computation for final payment purposes (Tr. 475, 476, 487). The actual remeasurements were in red pencil and these related to slopes only (Tr. 536). He made his deletions in the book by putting in a new typical cross-section and crossing out the original in the office (Tr. 477).

Haller directed Poindexter in the office to exclude the select, and to be consistent, Poindexter had to go back into the field books and exclude excavation also (Tr. 486), and that is when he made his entries in the field books.

The excavation operation had been substantially completed in April or May, 1962 (Tr. 205, 251, 369). Long after this and after substantially all the work had been covered up, Haller directed that Poindexter delete payment for select subgrade materials in rock cuts in computing final quantities (Tr. 486). This was the gravamen of the bulk of deductions between Estimates 16 and 17 (Tr. 306, 307).

To be consistent, Poindexter assumed that he had to deduct the related 18″ of excavation and the long and short haul (Tr. 486, 307).

The question of what was or was not select subgrade was a bone of contention during the entire job (Tr. 695).

Haller and Seawell met on a regular basis to discuss monthly progress payments (Tr. 155) and diary entries made by Haller support this (Tr. 355 to 359). There were no major disagreements with Seawell (Tr. 156). Both Haller and Poindexter were on the job daily and observed the nature of the work being done. Calculations were made during the progress of the job of the precise areas where excavation was being performed 18″ below subgrade and replacing with select materials (Tr. 295).

Payment was then made for select on 16 separate progress estimates (Exh. 10 A-O). Estimate No. 16 dated September 26, 1962, paid for an additional 71,580 yds. of select subgrade (Tr. 372). Plaintiff had not paid anything on select during period of June 10 to August 10, 1961 because from its records and its observation defendants had not performed any of this work during this period (Tr. 370).

Poindexter prepared a mass diagram to pay defendants on the long and short overhall items. This was not prepared on a measurement of materials hauled and placed by defendants in a particular area. This mass diagram rather was based entirely on the tampered and altered cross section notes (Tr. 490, lines 16 to 18). They were allegedly measured on a theoretic closest economic haul (Tr. 488). To properly measure haul on a job of this nature and prepare a proper mass diagram, it would be necessary to keep good field notes showing location of excavation and fill (Tr. 752).

The excavation quantities which the plaintiff, by Estimate 17, claims is the correct figure is in excess of the contract and plan quantities. By Estimate 17 the plaintiff seeks to reduce the amount of the long overhaul to the extent of some $40,344.43 (Tr. 343, 344). The net effect of accepting Estimate 17 is to reduce the long overhaul from the contract quantity of 393,000 c.y. sta. to 297,851.9 c.y. sta., despite the fact that the amount of excavation and hauling by defendants exceeded the contract quantities set. Significantly the plaintiff reduced it in the most expensive pay item.

Similarly the so-called earth embankment summaries were prepared solely from the altered cross-section notes (Tr. 189).

The computations made by an I.B.M. machine are only as accurate as the information fed to it (Tr. 93).

The alleged overpayment was called to the attention of Young, the office engineer of plaintiff. He is Haller's superior (Tr. 64). It called for special handling. Neither he nor anyone in his crew did any field work to discover what, if anything, had gone wrong (Tr. 70). The conclusions which he arrived at are only as accurate as the information furnished by the field.

At no time did Haller advise Young that the field books had been altered in the office and that 109,000 yards of select, together with equivalent yardage of excavation and haul had been deleted. They merely talked in generalities (Tr. 70).

Young referred the matter to Boehme, Checking Engineer. His job was only to make mathematical computations from measurements given to him in the field books (Tr. 95). It was not his function to question the methods of measurement (Tr. 96). He did not go to the job itself (Tr. 94) and he did not measure quantities in the field (Tr. 88). He did not talk to Haller and his staff (Tr. 86). Haller does not remember this. He used the altered field books in making his arithmetical check of computations (Tr. 90). He also was not told that the field books had been altered in the office by deleting the 109,000 cu. yds. of select and the excavation and haul related thereto (Tr. 95).

Chandler, the Division Engineer, stated that he played no part in determining pay quantities except supervisory (Tr. 140).

During the course of the trial the court was of the opinion that no mistake had been made by plaintiff in the computations of partial estimates.

> "THE COURT: I am trying to get fourteen people to comprehend something. This isn't fair to either party, and it is certainly unfair to a jury. I am having an awful time following you up here. I have got notes and everything, and of course these twelve people haven't any more experience in their normal ways of life to bring in a fair judgment. It isn't fair to them.
>
> MR. JOHANSEN: I realize that, Your Honor. I was perfectly willing to waive a jury.
>
> THE COURT: I am not talking about waiving a jury, but I have got a contract to read, and based on the present testimony that I have heard, I have reached the conclusion that this is pure speculation on the State's part. I think the Department is allowed — and you should bring that in, every excavation you had where they didn't have to fill in 18 inches of this. You are going to prove it and I am going to make you prove it." (Tr. 176-177)

* * * * *

The difference between partial and final quantities on Short Overhaul and Long Overhaul is accounted for by several factors, including the original belief that the material through the project would shrink, while it actually swelled. (tr 231-232)

The difference between partial and final quantities on Topsoil was accounted for by the fact that on partial estimates the engineer relied on his visual observation of what he thought the contractor had accomplished against the plan quantities, (tr 203-204) while the final quantities were based on neat section measurement in place. (tr 233-234, 552-559; Exhibit 32) It may be noted that the contract originally provided for payment for Topsoil on a truck measurement basis. (tr 234; Exhibit 1, Special Provisions, page 15; Exhibit 2, page 48, Article 2.7.4) The method of measurement was modified, by reason of the contractor's request for a change in the method of hauling the topsoil, to provide for payment on a given depth of topsoil on the areas where actually placed. (tr 137-139; Exhibit 12; tr 234) The document by which this change was accomplished, designated a "Price Agreement," was admitted in evidence without objection. (tr 138-139; Exhibit 12)

Processing of Partial Estimates

The Division Engineer received in his office the monthly or partial estimates prepared by the Resident Engineer (as well as the final estimates), and forwarded them on to Salem; he, or his staff, did not undertake to verify the quantities shown thereon. (tr 134-135)

The monthly estimates transmitted from the field or division office were received directly by the Office Engineering

From Appellants' (State) Brief

Section in Salem. (tr 61) The partial estimates, as contrasted with the final estimate, were not given a detailed check by the Office Engineering Section's checking engineer. (tr 62-63, 84)

The monthly progress payments to the contractor were made on the basis of contract pay vouchers prepared by the Highway Department Accounting Division, which vouchers in turn were based on the Resident Engineer's monthly estimate. (tr 30-35)

Preparation of Final Estimate

The semifinal estimate, upon which the final estimate and voucher were based, were in contrast prepared on the basis of remeasured quantities. (tr 163) In essence, remeasured quantities are those determined by the use of a rod, a hand level, and other instruments to determine where the ground is, after the work is done, in relation to the original staking instructions that were provided the contractor for the excavation and embankment. (tr 157-158) Computations as to quantities of excavation were made on the basis of such remeasurement for the purpose of correcting the preliminary figures and making final payment to the contractor. (tr 159-160)

After the actual remeasuring work was completed, it was necessary to then compute the measurements and put them into an orderly summary of the various items and parts of the work. (tr 188) On this particular project, that process took from approximately July, 1962 until Christmas or shortly thereafter of the same year. (tr 188)

The specific quantities of excavation, expressed in cubic yards, shown on the semifinal estimate were obtained from earthwork summary sheets primarily prepared by Mr. Poindexter, the Resident Engineer's Assistant. (tr 189) The earthwork summary or calculation sheets, in turn, were prepared from field cross section notes. (tr 194) Those notes were prepared by several individuals, mainly Messrs. Burrell, Framhus and Bowne, who were Chiefs of Party of the Resident Engineer's field crews. (tr 194) An example of such field notes (Exhibit 14) was received in evidence. (tr 780) Because of the exigencies of the work, it sometimes occurred that more than one individual might be making notes in the same book. (tr 195)

Altogether, there were about twenty of such field notebooks, which were available, but all of which were not offered into evidence. (tr 196) Prior to commencing this action copies of these original books were made and delivered to Mr. Budd, the defendants' representative (tr 67, 115-116, 197)

The final pay quantities of Short and Long Overhaul were derived from mass diagrams which, in turn, were also derived from the earthwork summary sheets. (tr 198)

The same was true of Selected Subgrade Material final quantities. (tr 198)

The final pay quantities of Topsoil were obtained from topsoil computation sheets prepared by Mr. Bowne. (tr 199-200)

The final Riprap quantities were obtained in a similar manner. (tr 200) Thus, it will be seen that the final pay quantities, as shown on the final estimate and voucher, and upon which the claim of overpayment is based, depend upon the field notes prepared by various personnel on the Resident Engineer's staff.

Each of these individuals testified.

Mr. Burrell did probably 95% of the General Excavation remeasure, most of the Special Borrow remeasure and several other items. (tr 511) He described the manner in which the Special Borrow remeasurements were taken. (tr 511-513, 516-518) Mr. Burrell also testified as to the manner of remeasuring the General Excavation. (tr 519-524) He testified as to the manner in which he did a part of the remeasurement for determining final quantities of Riprap. (tr 527-530)

The witness Framhus did quite a bit of the final remeasure on borrow, and some remeasure on embankment excavation. (tr 599)

His measurements in the borrow area were recorded on regular cross section sheets. (tr 599-600) The true measurements were recorded. (tr 600) This witness testified that his remeasure in the borrow area was substantially similar to that described by the previous witness Burrell, and that their work complemented one another's in the borrow area. (tr 600)

Mr. Framhus testified that he performed most of the work on the last, final remeasure in the borrow area. (tr 600)

The mass diagram used for computing haul quantities on the main part of the highway (Exhibit 24), was prepared and explained by Mr. Poindexter, Assistant to the Resident Engineer. (tr 446-450; Exhibit 25)

Mr. Poindexter also made corrections or revisions in the field notebooks, such as Exhibit 14, before they were sent to Salem for computation, in order to change the typical section line to exclude the Selected Subgrade Material in certain areas. (tr 451-452) Accordingly, the final estimate did not include a computation of Selected Subgrade Materials in rock cuts. (tr 455) Mr. Poindexter had personal knowledge of those areas, and also instructions from Mr. Haller that they would not pay for Selected Subgrade Material in rock cuts. (tr 455) This determination of where select material would be paid for had a relationship to General Excavation quantities in that if the volume of select is not paid for in a certain area, then neither would an excavation to remove the native material and put anything back be paid for. (tr 455-456) In areas where the select material was paid for, the witness made up cross section notes showing a roadway prism for select material a foot and one-half deep, and equal to the width of the roadbed; the length of the area for computation of this quantity was determined by where the Selected Subgrade Materials stopped and the rock cut began. (tr 456-457)

In making the calculations of selected subgrade quantities, Mr. Poindexter made checks in the field, to determine the end stations of the rock cuts. (tr 458-459) A rock cut is fairly well defined in the field, and the end stations are quite apparent. (tr 459)

There were six major rock cuts on the project. (tr 459) These six areas were identified by stations, and Mr. Poindexter, who observed the work being done in each of them, testified that the contractor did not excavate 18 inches below subgrade and backfill with selected subgrade material in any of them. (tr 459-463)

A seventh area, with the exception of a channel created by a creek, was also a rock cut, and the contractor did not excavate 18 inches below subgrade and backfill with Selected Subgrade Material in that area either. (tr 463)

There was one rather lengthy area, not a rock cut, where the Selected Subgrade Material was not calculated, because the native material was a mixture that was suitable select material, and the contractor did not in fact excavate 18 inches below subgrade and backfill with Selected Subgrade Material in that area. (tr 464)

In areas where the contractor *did* excavate 18 inches below subgrade and backfill with Selected Subgrade Material, the material came from adjacent rock cuts, which were the same source as the fill material itself. (tr 464-465)

Mr. Poindexter also compiled the notes from the three remeasures of Special Borrow Excavation into one set of notes that could be computed by the IBM machines. (tr 453-455)

Processing of Final Estimate

When the final estimate was transmitted from the field to Salem, it was found by the Construction Division's Office Engineer to include all necessary supporting documents. (tr 106)

The checking engineer, Mr. Boehme, from the Office Engineering Division in Salem, conferred with Mr. Haller and his staff with respect to relatively minor differences between his computations and those of the Resident Engineer, and reconciled their differences. (tr 86)

Mr. Boehme's work by way of checking the final estimate consisted of checking all the mathematical computations relevant to arriving at the final quantities upon which final payment was to be based. (tr 84) Mr. Boehme spent, in all, substantially all of his working time for six weeks in checking the computations on this final estimate. (tr 85, 89)

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5902

Salem, Oregon 97310
March 23, 1967

12th Street-North
Ashland Interchange

Mr. F. D. Morgan
Construction Engineer
BUILDING

Attention Mr. John Bond

Please assemble the information concerning the dispute between the contractor and the State on this project and then bring it to me and acquaint me with all the pertinent facts surrounding the case.

I would like you to do this at your earliest convenience.

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

cc: Victor D. Wolfe

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151(30)18

5902

February 27, 1967

The Continental Insurance Companies
160 Pine Street
San Francisco, California 94111

Attention: Mr. G. F. Milano
Pacific Bond Department

Gentlemen:

We have your letter of February 20 concerning the final contract price on Contract No. 5902 awarded to R. A. Heintz Construction Company and Rogers Construction, Inc., for work on the 12th Street-North Ashland Interchange in Jackson County.

As you know, the final contract amount is still in dispute. At the present time, our records show a total contract amount of $2,303,566.33, which does not include the claim for overpayment in the amount of $75,485.91.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

.1.25
1.50
3.25

Total 1,303,566.23
does not inc ovr payment.

net ~~71,661.32~~

ovr paid
75,485.91

The CONTINENTAL INSURANCE COMPANIES

THE CONTINENTAL INSURANCE COMPANY
FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY • FIDELITY-PHENIX INSURANCE COMPANY
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK • COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J.
NIAGARA FIRE INSURANCE COMPANY • NATIONAL-BEN FRANKLIN INSURANCE COMPANY OF PITTSBURGH, PA.
NATIONAL-BEN FRANKLIN LIFE INSURANCE CORPORATION • SEABOARD FIRE & MARINE INSURANCE COMPANY

160 Pine Street, San Francisco, California 94111

February 20, 1967

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Re: Heintz - Rogers Construction Company
Contract No. 5902 for grading and structures
on 12th Street - North Ashland Interchange
Section of the Pacific Highway - Jackson County
Our bond No. S 1277832

Gentlemen:

On July 22, 1966 you were very co-operative in informing us that there was pending a settlement of a disputed over-payment on the above captioned contract. Previous reports indicated that the work was completed back on September 12, 1962, but there was no formal acceptance nor was there a final determination as to the contract price. You indicated that a final payment of $2,734.24 on another job was being withheld in connection with the over-payment of this job.

We wish to make a final adjustment of our premium, and this is dependent upon the final contract price. While we are aware that the disputed prevents an official contract price determination, a break down of moneys allocated and paid on the job or a total contract price accounting for the disputed over-payment, will be sufficient for our purposes in calculating the final premium. This will avoid the necessity of writing you periodically.

Your co-operation will be greatly appreciated as it has been in the past concerning this particular problem. Thank you.

Yours truly,

G. F. Milano

G. F. Milano
Pacific Bond Department

GFM/cm

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FEB 23 1967
OREGON
STATE HIGHWAY COMMISSION

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5-1 [illegible]

Salem, Oregon
February 24, 1957

F. B. Klaboe
Assistant State Highway Engineer

OFFICE

On February 23, Bob Heintz telephoned and asked for a conference on problems having to do with finishing the Siskiyou Summit-California Line project. He also suggested discussion of possible settlement of the law suit on the Medford-Ashland Section. [illegible]

I suggested that due to my lack of detail knowledge the meeting be held at a time convenient for you. Will you please set up a time for a meeting with Heintz in the next ten days or so. Preferably, this should be on a day when Mr. Cooper is free as he. Heintz said he would like to see him after his discussion with you.

R. L. Porter
Deputy State Highway Engineer

RLP:[illegible]
cc Forrest Cooper
Victor D. Wolfe

RECEIVED
FEB 9 1966

FOR FILING

I-5-1(30)18

5902

February 8, 1966

Frohnmayer, Lowry & Deatherage
Attorneys at Law
Cooley Theatre Building
Medford, Oregon 97501

Attention: Mr. L. A. Merryman

Gentlemen:

In your letter of February 7 you inquire as to the corporate name and address of Heintz and Rogers Construction Company while working on a contract in 1962 in the Medford area.

R. A. Heintz Construction Company and Rogers Construction Inc., a joint venture, with an address at 211 N.E. Columbia Boulevard, Portland 11, were awarded our Contract No. 5902 for work on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

This contract was awarded May 10, 1961, and completed September 12, 1962.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

FROHNMAYER, LOWRY & DEATHERAGE
ATTORNEYS AT LAW
COOLEY THEATRE BUILDING
39 SOUTH CENTRAL
MEDFORD, OREGON 97501

OTTO J. FROHNMAYER
PHILIP B. LOWRY
W. V. DEATHERAGE
L. A. MERRYMAN

TELEPHONE
AREA CODE 503
773-8435

February 7, 1966

Oregon State Highway Commission
Salem, Oregon 97310

Re: Heintz & Rodgers Construction Co.

Gentlemen:

During the month of April of 1962, the company of Heintz & Rodgers Construction Co. was working on the Interstate 5 Freeway through the Medford area.

We have inquired of the Corporation Commissioner for the states of Washington, Oregon and California, and have not been able to obtain the correct corporate name or any information as to the place of the home office or any other such information relating to that company.

Since the company apparently had a contract with the State Highway Commission, we hope that you will be able to give us this information.

May we please have the corporate name and the address of the corporation's primary place of business and any other information that you can give us.

Very truly yours,

FROHNMAYER, LOWRY & DEATHERAGE

By L A Merryman

LAM:jed

RECEIVED
FEB 8 1966
OREGON
STATE HIGHWAY COMMISSION

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OCT 29 1964
FORM E-30 50M 8-63 49907

FOR FIL
991

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1964

INTER-DEPARTMENT MEMO:

SUBJECT: Trial

State vs. R. A. Heintz
Construction, et al

To: R. L. Porter
L. H. Young
C. H. Maison
Ted Boehme
Ed Pease

As each of you have been verbally advised, trial of the above case is scheduled to begin on Thursday, October 29, in Portland.

In order to re-verify who will be asked to testify about what, it is requested that, if possible, each of you attend a relatively brief pre-trial conference at 1:30 P.M. on Wednesday, October 28, in the Conference Room, 419 Highway Building.

At that time specific information as to time and place of trial will be available.

Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

NOTED
R. L. PORTER

AHJ:ks

RECEIVED
OCT 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1965

FORM E-20 5OM 7-60 29395
FOR FILING
I-5-1(30)18

5922

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1964

SUBJECT:

To: MEMO TO FILE

(Do not file until after court action is settled.)

On this date, I discussed with Bob Heintz a possible settlement of the case of State vs. Heintz and Rogers on the 12th Street-Ashland Section of Interstate 5. Heintz contends that he is entitled to more topsoil than the final estimate allows because of the roughness of the slopes on which the topsoil was placed. He states that he was paid on a 6-inch thickness overall. (Our people deny this claim and state that an agreement was made with Heintz to pay for the topsoil on this basis because he had left the slope in such a rough condition.)

Heintz claims additional riprap over the final estimate amount. As I understand it, this is simply a matter of measuring quantities and our people have checked and rechecked our work and state that our quantities and calculations are correct.

Heintz claims that we took rock from the cuts on the job and rather than waste the material, required him to place it on interchange slopes which was a difficult procedure. Our people deny that this is outside of the plans and specifications and claim there is no way we could make extra allowance for it.

Previously, Mr. Heintz stated that he would settle the matter for a $100,000 payment but on this date modified his demand and said he would settle simply on the amount we are still retaining. I told Mr. Heintz there was nothing based on our discussion that would lead me to recommend any change in the matter, that it appeared the only way the issue could be settled would be through a court procedure.

I discussed this with Mr. Johansen and told him it was our position that he should do everything in his power to bring the matter to trial at the earliest possible time.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw
Mr. Alan Johansen

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FOR FILING

[illegible]
[illegible]

M. C. LININGER & SONS, INC.
General Contractors
P. O. Box 1386 - Medford, Oregon

July 29, 1964

Mansfield Company
1975 S.W. 5th Avenue
Portland 1, Oregon

RE: State Hwy. Contract # 5902, Federal Project No. I-5-1(30)18. Grading and Structures: 12th St-North Ashland Interchange. Contractor: R.A. Heintz Construction & Rogers Construction Co.

Gentlemen;

For your records, the following amount is still due our company on the above contract:

Retainage on contract	None
Concrete pipe (billed monthly)	1,181.47
Clean up office site	200.00
Loader - ½ hr @18.00 per hr	9.00
Concrete etc	898.12
Due as of this date	$ 2,288.59

Sincerely yours,

Earl E. Lininger
Earl E. Lininger
M. C. Lininger & Sons, Inc.

For information only. Not a claim.

EL/h
cc: Heintz & Rogers
Oregon State Hwy Dept

NOTED
FLOYD QUERY

RECEIVED
JUL 10 1964

FORM E-30 50M 12-63 84876

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1964

SUBJECT:

To: MEMO TO FILE

On this date, a meeting was held at 10 a.m. in Mr. Shaw's office relative to a final settlement on the 12th Street-North Ashland grading job which was under contract to Heintz and Rogers. The contracting firms were represented by:

W. R. Rogers	Rogers Construction Co.
Chas. McInroe	Rogers Construction Co.
R. A. Heintz	R. A. Heintz Construction Co.
Jack Budd	R. A. Heintz

The State was represented by:

R. L. Porter	Deputy State Highway Engineer
Lloyd P. Shaw	Assistant State Highway Engineer
F. D. Morgan	Construction Engineer
L. H. Young	Office Engineer
L. R. Chandler	Division Engineer - Roseburg
D. H. Haller, Jr.	Resident Engineer
R.L. Poindexter	Assistant Resident Engineer

The purpose of the meeting was to discuss the apparent overpayment in the final estimate. The contractor presented very little factual information except that he could not understand how such a problem could come into being and while many things were questioned, he was not able to point out specifically any features he felt were in error.

Mr. Heintz stated he thought it was up to the State to prove to the contractor that there was some discrepancy between the final estimate quantities and the plan quantities. As I understand it, the variations are not excessive and I tried to explain to Mr. Heintz that we did not recognize any such obligation, that we made no guarantee, either direct or by implication, that plan quantities were mathematically precise and I was sure all present understood that slight variations were the rule rather than the exception.

I told the contractors and their representatives that if they wish to examine the State's notes or calculations with us, we would be glad to go over them to any extent they desired. If they felt that any inaccuracies exist, either in the field methods or in the calculations, we would review anything they wished to discuss.

The only item I feel might warrant some further investigation is whether or not the contractor would be entitled to something extra for drilling and shooting the rock cuts to a subgrade level rather than to the top of the select subbase material. I am told that this dimension represents 18 inches. The Resident Engineer, Don Haller, is going to calculate the amount of yardage involved in this feature and at that time we will discuss the matter further.

In the meantime, I am satisfied there would be no other avenue by which the contractor might claim anything in the way of additional compensation.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw

RECEIVED
JUN 24 1964
FOR FILING

5922

Salem, Oregon
June 23, 1964

Mr. Lloyd P. Shaw
Assistant State Highway Engineer

OFFICE

On this date, Bob Heintz telephoned relative to the lawsuit that we have pending on the Medford-Ashland Section. He asked for a conference, without legal counsel, at 10 a.m. on July 8. He stated that, besides himself, Ray Rogers, Charles McInroe, and Jack Budd would represent the partnership and asked who would represent the Highway Department. I said that either you or I, the Construction Engineer, the Office Engineer, the Division Engineer, and the Resident Engineer would be in attendance.

Will you please arrange for this meeting and have the Department personnel present.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

RECEIVED
AUG - 7 1964
FOR FILING

57.2

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1964

SUBJECT:

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

OFFICE

On this date, Bob Heintz telephoned relative to the lawsuit that we have pending on the Medford-Ashland Section. He asked for a conference, without legal counsel, at 10 a.m. on July 8. He stated that, besides himself, Ray Rogers, Charles McInroe, and Jack Budd would represent the partnership and asked who would represent the Highway Department. I said that either you or I, the Construction Engineer, the Office Engineer, the Division Engineer, and the Resident Engineer would be in attendance.

Will you please arrange for this meeting and have the Department personnel present.

R. L. Porter

R. L. Porter
Deputy State Highway Engineer

RLP:ms

Copy to Decker 6-24-64
Shaw
Porter conducted this meeting.

APR 1 4 1964

FOR FILING

5902

STATE COPY

477 Cottage Street NE.
Salem, Oregon 97301

Mr. S. E. Faria, Regional Engineer
San Francisco, California
Attention: Regional Audit Manager

April 3, 1964
L. R. Backlund
Admin. Manager

A. W. Parsons
Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Manager

08-35.5

Courtesy Audit
Southern Pacific Co.
Oregon Project U-322(5) Cont. 6046, Willamina-Salem
Oregon Project F-304(7) Cont 5902, Clack. O'xing - Park Place

Please arrange for an audit of the above railroad billing at the company's office in San Francisco, California.

The following documents are enclosed:

- Railroad Fiscal Review Sheet
- Copies of Railroad Billing
- State - Railroad Agreement Assembly

Upon completion of the audit, please return all documents to this office with three copies of the Audit Report.

Enclosures 3

cc:
Region
CSHD (Maison)
Backlund

NOTED
R. L. PORTER

RECEIVED
APR 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO

Date: ____________ By: ____________
For: ____________________________
Due Date: ________________________

I-5-1(30) 12th St.-N. Ashland Interch. 1961
18 Sec., Pacific Hwy.
#5902 Folder # 1

RECEIVED
DEC 13 1963

FOR FILING

December 12, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the 12th St.-N. Ashland Interchange Section of the Pacific Highway, Contract No. 5 02, Project No. I-5-1(30)18 in Jackson County, was completed October 31, 1963.

This work was authorized by Order for State Work No. 7 dated July 31, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
cc: Jack Nash

RECEIVED
AUG 29 1963

5902

August 29, 1963

R. A. Heintz Const. Co., &
Rogers Const., Inc.,
211 NE Columbia Blvd.,
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 29, 1963, discussed with the Engineer your request for an extension of time on contract #5902. You requested 44 additional workdays within which to complete the grading-structures on the 12th St.-North Ashland Interchange Section of Pacific Highway in Jackson County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for 44 additional workdays without assessment of liquidated damages. ✓

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: L. R. Chandler
Don Haller
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

477 Cottage St. N.E.
Salem, Oregon

Mr. Forrest Cooper, State Hwy. Engineer
Salem, Oregon

July 16, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

Time extension, Oregon Project I-5-1(30)18
12th Street - North Ashland Interchange Section
Pacific Highway

Reference is made to your letter dated July 11, 1963, regarding a time extension of 44 days for the completion of the subject project.

For the reasons stated in your letter the 44 day extension is approved.

RECEIVED
JUL 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan
7-22-63

NOTED
LLOYD P. SHAW

RECEIVED
JUN 14 1963

FOR FILING
I-1(2)11

5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1963

SUBJECT: Heintz & Rogers
Contract 5902

To: Mr. Alan Johansen
Claims Attorney
Building

Sixteen estimate payments amounting to $2,379,052.24 have been made to R. A. Heintz Construction Company and Rogers Construction Company, Inc., in connection with work performed on State Highway Contract No. 5902. The dates and amount of these payments were as follows:

Estimate No.	Warrant No.	Date of Warrant	Amount
1	595599	6-30-61	$ 62,173.24
2	621125	8- 1-61	143,876.03
3	646585	8-30-61	145,123.11
4	665715	9-25-61	264,568.27
5	693155	10-26-61	366,322.66
6	719140	11-27-61	293,559.46
7	753263	1-10-62	185,069.52
8	770893	1-29-62	148,622.23
9	797232	2-28-62	110,088.59
10	816950	3-20-62	113,238.91
11	844709	4-24-62	168,711.34
12	876109	6- 5-62	133,593.86
13	895444	6-29-62	71,098.06
14	928040	8- 7-62	38,453.59
15	950450	9- 5-62	43,618.42
16	976493	10- 8-62	90,934.95
Total			$2,379,052.24

The engineer's calculations of final quantities revealed a net overpayment of $147,147.23 on the above listed progress estimates. This amount, less the retained percentage of $71,661.32, which had been withheld on the progress estimates produced an overpayment of $75,485.91 on this contract.

C. H. Maison
Auditor

RECEIVED
JUN 12 1963
OFFICE OF
STATE HIGHWAY ENGINEER

CHM:jc
R. L. Porter
cc: L. H. Young

RECEIVED
JUL 24 1963
FOR FILING

[illegible]

[illegible]

July 23, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 2
August 29, 1963 Meeting

Gentlemen:

We have received a request for an extension of time from R. A. Heintz Construction Company and Rogers Construction Company, the contractors on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902. The request is for an additional 44 days based on extra time required to complete work done by extra Work Orders and in areas which were unavailable to them because of a conflict with Force Account work.

The majority of the extra time involved was due to work done by Extra Work Order in the excavation of a special cut slope bench, which required 34 days beyond the original time limit to complete. Finishing work in this area required 4 days to complete, but this work was not able to be performed until the slope bench was completed. Other Work Orders required 6 days to complete.

We therefore recommend an increase of a total of 44 workdays without the assessment of liquidated damages. We have the Bureau of Public Roads' concurrence.

This matter will be presented to you at the August 29 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. H. Young
DES:wb bbc

RECEIVED
OCT 9 1963
FOR FILING

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5962

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
FOR
Extension of Time to Complete Contract

#

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 5902 Contractor R.A.Heintz Construction Co & Rogers Const. Inc.

Highway Pacific

Section 12th St.* N.Ashland Interchange

Kind of Work Grading and Structures

It is recommended that such extension be granted as requested under the following terms and conditions:

It is recommended because the contractor was unable to finish portions of the sub grade until Extra Work Order No. 17 had been finished, that he be granted 38 days extension. And an additional 6 days for extra work performed on other Force Account work.

APPROVED BY HIGHWAY COMMISSION
DATE Aug 29, 1963 for 44 added workdays
Secretary

Recommended for Approval:

L R Chandler
Division Engineer

Asst Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 5902
Project designation F.A.I. I-5-1(30)18 State—Federal
Date awarded May 10, 1961
Work started May 17, 1961
Per cent completed 100%, Sept. 12, 1962 Date
Specified completion date
Previously extended to
Extension requested to

Form E-320—3M—7-55

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date January 22, 1963.

Gentlemen:

We, the undersigned, respectfully request an extension of 44 days time, from June 26, 1962, to Sept. 12, 1962, within which to complete our Contract No. 5902, described as follows:

12th Street-North Ashland Interchange Section, Pacific Highway. Jackson County.

The above request is based upon the following reasons:

See attached letter dated December 18, 1962 addressed to Resident Engineer, Mr. D. H. Haller.

Respectfully submitted,
R. A. HEINTZ CONSTRUCTION CO. &
ROGERS CONSTRUCTION INC.
Contractor
By

CONSENT OF SURETY

Date February 8, 1963

We, UNITED PACIFIC INSURANCE COMPANY and THE FIDELITY & CASUALTY CO. OF NEW YORK CO, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By W C Thompson
Attorney-in-fact
MANSFIELD & CO.
Resident Agent

THE FIDELITY & CASUALTY CO. OF NEW YORK
By
Attorney-in-fact
(SEAL)
PALLETT, FISHER & CARLO, INC.
By
BY Resident Agent
RESIDENT AGENT
PORTLAND, OREGON

State Printing 87499

C. Head is to check
if this was presented
to Comm.

Not at July 18th

I-5-1(30)18
5902

July 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
12th Street-North Ashland
Interchange
Pacific Highway
Project I-5-1(30)18

Dear Sir:

We have received from Heintz and Rogers Construction Companies, contractors on the subject project, a request for an increase of 44 days in which to complete the project.

The following reasons support this request:

1. Extra time required to complete unanticipated work on the Phoenix Siphon Cut by Extra Work Order. The Field Engineer's Weekly Reports and the Resident Engineer's diaries and Force Account Records indicate the contractor worked 42 days on this work order and, when it was completed, 34 days had been charged beyond the original amount allowed. Since this was "Force Account" work, the amount of equipment and labor used and, consequently, the time required was under the direct control of the Resident Engineer. Therefore, it is recommended that 34 days be allowed for this reason.

2. During the time work was being performed under the extra work order in Item 1, the contractor was unable to complete finishing work and placing of topsoil on approximately one mile of the main roadbed. Also, about 1,000 feet of the main roadbed embankment was constructed from material excavated under this extra work at the direction of the Engineer. For this reason, it is recommended that four days be allowed.

3. The contractor was delayed in the normal prosecution of his regular contract work by extra work required on Extra Work Orders No's. 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 18, 19, and 20. Based on a straight percentage of extra work performed to regular contract work, at least six days were required to do this extra work and, it is recommended that they be allowed.

We recommend that the request for 44 days be granted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

DES:wb: ajw

FORM E-90 8OM 11-61 40290

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1963

SUBJECT: Extension of Time
12th St.-N. Ashland Interchange
Pacific Highway
Contract No. 5902

To: Mr. Lloyd P. Shaw
Assistant State Highway Engr.
OFFICE

Attached is a request from Heintz and Rogers Construction Companies, contractors on this project, for an increase of 44 workdays without the assessment of liquidated damages.

The following reasons substantiate this request:

1. Extra time required to complete unanticipated work on the Phoenix Siphon Cut by Extra Work Order No. 17. The "Field Engineer's Weekly Reports," Resident Engineer's diaries and Force Account Records show the contractor worked 42 days on this work order. When the extra work was completed, he had been charged 34 days beyond the original amount allowed in the contract. Since this was "Force Account" work, the amount of equipment and labor used and consequently the time required was under the direct control of the Resident Engineer and therefore it is recommended that 34 days be allowed for this reason.

2. During the time work was being performed under Extra Work Order 17, the contractor was unable to complete finishing work and placing of topsoil on approximately one mile of the main roadbed. It is recommended that 4 days extension be allowed for this reason.

3. Based on a straight percentage of extra work performed to regular contract work, on Extra Work Order No's 2,3,4,5,6, 7,8,9,10,15,18,19, and 20, the contractor was delayed 6 days in the normal prosecution of his regular contract work. The Resident Engineers diaries and Force Account Records support this 6 days and it is recommended that they be granted.

It is recommended that an additional 44 workdays be allowed.

RECEIVED
JUL 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

This has been discussed with the Bureau of Public Roads Area Engineer who concurs in this recommendation.

Rough drafts of letters to the Bureau of Public Roads and to the Highway Commission are attached.

The total allowable workdays at the present time is 150. The project has been completed and 194 workdays have been charged.

F. D. Morgan
Construction Engineer

By

G. L. Decker

G. L. Decker
Assistant Construction Engineer

GLD:wb
Attch.

R. A. HEINTZ CONSTRUCTION CO.
&
ROGERS CONSTRUCTION, INC.

A Joint Venture

Heavy Construction

— *Address Reply To:* —
11760 N. E. Glisan Street
Portland 20, Oregon
December 18, 1962

Mr. D. H. Haller, Jr.
Resident Engineer
Oregon State Highway Department
P. O. Box 1106
Medford, Oregon

Re: Contract No. 5902
12th St.-No. Ashland Interchange Section
Pacific Highway, Jackson County

Dear Mr. Haller:

Reference is made to the liquidated damages withheld from partial payments to us for work performed on above project. We hereby request that these charges for liquidated damages be withdrawn and returned to us on the pre-final estimate.

We direct your attention first to the fact that at no time was another contrator's operation delayed by our operation nor has the opening of this section to the public been delayed by our operation. We are also confident that you will concur in our statement that no additional engineering costs were incurred by the State of Oregon as a result of our completion date, other than cost of engineering required for Extra Work Order No. 17 and placement of topsoil in medians, which two major operations were outside the scope of our original contract. State forces were fully occupied throughout our operation with no duplication of effort.

Our completion date was primarily affected by EWO No.17. You are aware that we moved all our drilling equipment suitable for working on EWO No. 17 onto this operation immediately upon completion of drilling necessary under the original contract. The fact that we encountered nearly one million cubic yards of solid rock excavation on the project necessarily kept our drilling equipment on original contract work until close to the end of the time set up for the original contract. Subsequently, we continuously pursued EWO No. 17 to completion. Utilization of material excavated from EWO No. 17 prevented completion of finishing and placement of topsoil on approximately one and one-half miles of the project prior to completion of EWO No. 17. In order to have equipment available for this finishing and topsoiling required after completion of EWO No. 17, it was necessary to schedule completion of other work on the project to coincide with completion of EWO No. 17. Had we completed all of the original contract work within the time limitations originally set up, we would have had to move out all our equipment not employed on EWO No. 17 to other available work. Retaining enough equipment on the project to maintain continuous operation, without delay to other contractor's portions of the work, in order to have the proper equipment for finishing upon completion of EWO No. 17, appeared the only reasonable approach.

We feel our method of operation to have been the most economical for the State in accomplishing EWO No. 17 and related sections of the grade affected by EWO No. 17. As this scheduling of our operation at no time delayed other work or the opening of this section to the public nor caused any added engineering cost, we trust your favorable acceptance of this request will be forthcoming in the very near future.

Very truly yours,

R.A.HEINTZ CONSTRUCTION CO.
& ROGERS CONSTRUCTION, INC.

J. L. Seawell
Superintendent

JLS:ec

RECEIVED
JUN 12 1963

FOR FILING

I-5-1(30)11

5902

June 11, 1963

Thomas & Johnson
Attorneys at Law
P. O. Box 408
Corvallis, Oregon

Attention: Mr. LaVerne M. Johnson

Gentlemen:

This is in reply to your letter of June 7 concerning Snook Bros. claim which was filed with the Secretary of State on July 31, 1962, against R. A. Heintz Construction Company and Rogers Construction, Inc., Contract No. 5902.

This contract was completed September 12, 1962, but has not yet been accepted by the State Highway Commission.

For your ready reference we are attaching excerpts from the Oregon Revised Statutes relating to public contracts. The action by claimant on contractor's bond is outlined on page 3 of these excerpts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

PHONE PL 2-5121

THOMAS & JOHNSON
ATTORNEYS AT LAW
150 MONROE STREET
P. O. BOX 408
CORVALLIS, OREGON

JOHN D. THOMAS
LAVERNE M. JOHNSON

June 7, 1963

Floyd Query
Secretary, Oregon State Highway Commission
Salem 10, Oregon

Re: Oregon State Highway Contract
5902, North Ashland Interchange
Pacific Highway

Snook Bros. Claim

Dear Sir:

Will you please advise as to the current status of the above-captioned matter.

We filed a claim notice on the 31st day of July, 1962, and we have been receiving correspondence off and on since then concerning payment. We do not know whether or not the job has been accepted and the date from which the time will commence to run for filing our lawsuit.

Will you please advise at an early date.

We thank you for past courtesies.

Yours very truly,

LaVerne M. Johnson

LMJ:jm

Cle
please reply
7G

Completed. 7-12-62
not yet accepted

RECEIVED
JUN 11 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 10 1963

FOR FILING
I-5-1[illegible]

Salem, Oregon
June 10, 1963

MEMO TO FILE

12th St.-N. Ashland Section
Contract No. 5902
Heintz & Rogers

Mr. Jack Budd of the R. A. Heintz Construction Company made an appointment for June 6 to discuss the overpayment which has been made by the State to the contractor. Mr. Budd did not "show" for this meeting but on June 7, he "showed up" to carry on the discussion. Mr. Putnam was standing by on June 6 to furnish information and answer questions relating to field procedures. On June 7, Mr. Putnam was not here and Mr. Gil Decker had to fill in.

Mr. Budd was advised that we had copies of all pertinent field data, notes, mass diagrams, etc., for his use in determining the validity of the final payment to the contractors. Despite the fact that he was told that we could not answer specific questions as to procedures in the field without field representatives present, he kept interjecting doubts as to procedures which were actually rumors as far as he was concerned. He was advised that the primary purpose of the meeting was to ascertain whether the final estimate which indicates that we should have a refund of $75,485.91 covered the actual work performed and as performed.

Mr. Budd was also advised that matters which related to procedures on the job were a separate matter and should be made in the form of a claim with specifics as to location and occurrence. Mr. Budd said that he was to report to his principals with a recommendation as to the validity of the State's request for reimbursement. He questioned the field engineers' judgment and procedures for the issuing of progress payments and we agreed that they were somewhat unusual. He indicated before he left that he believed the matter would have to be settled in court as he did not think his principals would be able to see the State's position. He was handed copies of the original notes, IBM sheets, mass diagrams, etc.

Before leaving, it was reiterated to him that the payment as shown on the final estimate represented complete and accurate payment for all work performed by his firm on the project and that the overpayment was merely unfortunate and not a true measure of the job.

It is my belief that we are going to have to recover this money in court and recommend that after a reasonable time for Mr. Budd to inspect the records, that court action should be commenced.

L. H. Young
Office Engineer

LHY:mb

cc: L. I. Lindas
R. L. Porter
L. P. Shaw
F. D. Morgan
Gil Decker
C. H. Maison
L. R. Chandler, Div. Engr.

RECEIVED
MAY 1 7 1963
FOR FILING

May 17, 1963

Frohnmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Attention: Mr. Otto J. Frohnmayer

Gentlemen:

This is in reply to your letter of May 11 regarding M. C. Lininger & Sons' claim in connection with the R. A. Heintz Construction Co. and Rogers Construction, Inc., Contract No. 5902 in Jackson County.

This contract has not yet been accepted by the State Highway Commission.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

May 11, 1963

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Bond, Sandy Clave - Subcontractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project 1-5-1(30) 18. Grading and Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

Dear Sir:

On September 10, 1962, we forwarded to you claim of our client, M. C. Lininger & Sons, in connection with the above project.

In checking ORS 27.536 (2) we find that action must be filed within two years after the acceptance of the work by affirmative action of the public body.

Will you please advise us the date when the Oregon State Highway Commission accepted the work. Possibly it might be best if you would furnish us with a certified copy of whatever action the commission took at that time. If there is any cost in connection with this advise us and we will remit.

Yours very truly,

FROHNMAYER, LOWRY, & DEATHERAGE

By Otto J Frohnmayer

OJF:gh

cc: M. C. Lininger & Sons

RECEIVED
MAY 13 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 17 1963
FOR FILING

May 17, 1963

Mr. Bert S. Gooding
Attorney at Law
Yeon Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 13 and our reply of May 14 concerning the status of the R. A. Heintz Construction Co. and Rogers Construction, Inc., Contract No. 5902 for grading and structures on the 12th St.-North Ashland Interchange Section of the Pacific Highway.

The acceptance date of April 2, 1963, was in error. This project has not yet been accepted by the State Highway Commission.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

RECEIVED
MAY 15 1963
FOR FILING

I-5-1(30)11

5902

May 14, 1963

Mr. Bert S. Gooding
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Gooding:

Contract No. 5902 awarded to R. A. Heintz Construction Co. and Rogers Construction, Inc., for work on the 12th St.-North Ashland Interchange Section of the Pacific Highway, was accepted by the State Highway Commission on April 2, 1963.

You also requested a list and description of the various claims filed in our office against this contract. Attached is photocopy of the summary of claims as listed in our records. More detailed information is available in the General Files if it is desired.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
FQ:fp

BERT S. GOODING
ATTORNEY AT LAW
YEON BUILDING, PORTLAND, OREGON

CAPITOL 8-3369

May 13, 1963

Mr. Floyd D. Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 5902 - Twelfth Street-
North Ashland Interchange Section of
Pacific Highway in Jackson County

Dear Mr. Query:

Will you please advise date upon which State Highway Commission accepted the above job.

Will you please forward list of and description of the various claims received in your office on this job.

Thanking you in advance, I am,

Very truly yours,

Bert S Gooding

BSG:G

RECEIVED
MAY 14 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1963

FORM E-30X—50M—10-62 49629

FOR FILING

[illegible]
5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1963

To:

SUBJECT: 12th St.-N. Ashland Section
Grading Contract
Heintz & Rogers

MEMO TO THE FILES

On Tuesday, April 9 I contacted Don Haller and discussed his methods and procedures for obtaining field data and calculations of final quantities for the grading of the 12th Street-North Ashland project, Contract No. 5902. Mr. Haller's procedures were in conformance to our standard practices.

I also talked to Ted Boehme, who reviewed all pertinent notes and calculations, and he is of the opinion that the notes are in good order and substantially correct.

J F Putnam
J. F. Putnam
Assistant Construction Engineer

JFP:fp

cc R. L. Porter
Lloyd Shaw

NOTED
R. L PORTER

RECEIVED
APR 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Forrist Cooper's

RECEIVED
FORM 4128 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-1(3)11

5/12 —

April 5, 1963

R. A. Heintz Construction Co.
& Rogers Construction, Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Attention: J. S. Budd
General Superintendent

Re: 12th St., North Ashland
Interchange--Contract #5902

Gentlemen:

On March 12, 1963, a letter was directed to you by C. H. Maison, Auditor for the State Highway Department, in which you were informed that the engineer's calculations on final quantities revealed a net overpayment to you on progress estimates in the amount of $147,147.23. You were further informed by the Auditor that this amount, less the retained percentage of $71,661.32 resulted in an actual overpayment to you of $75,485.91 on the above contract.

I also have before me your letter of March 29th, directed to the State Highway Department, in which you state you cannot accept the Department's determination on final quantities, or the explanation in Mr. Maison's letter.

This matter has now been turned over to me to take such legal action as is necessary to protect the interests of the Department.

FORREST COOPER

COPY

This, therefore, is a final demand upon you to return to this Department the sum of $75,485.91, which sum represents an actual overpayment to you under the above contract.

This is to advise that I would be pleased to consult with you or your attorney, relative to this matter; however, if I do not hear from you in this connection within the next ten days, I shall institute legal proceedings against you for the collection of the said overpayment.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: Forrest Cooper
R. L. Porter

RECEIVED
APR 5 - 1963

FOR FILING

[illegible]

5902

April 4, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed September 12, 1962, on Contract 5902. The contract was with R. A. Heintz Construction Company and Rogers Construction, Inc., and was for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 2, 1963, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
APR 1 - 1963
FOR FILING

I 5-1 (30) 18

5902

April 1, 1963

M. C. Lininger & Sons
General Contractors
P. O. Box 1386
Medford, Oregon

Gentlemen:

This is to acknowledge receipt of a copy of your letter dated March 21 addressed to Mansfield and Company informing them that R. A. Heintz Construction Company and Rogers Construction, Inc., owes you $9,286.97.

You state this is in reference to state highway Contract No. 5902 for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

Will you please inform this department if you want us to file this letter as a claim with the Secretary of State, or if it was submitted to us for our information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

M. C. LININGER & SONS
General Contractors
P. O. Box 1386 - Medford, Oregon

March 21, 1963

Mansfield Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Re: State Highway Contract # 5902 , Federal Project 1-5-1(30)18. Grading and Structures, 12th Street-North Ashland Interchange.
Contractor: R.A. Heintz Construction & Rogers Construction Co.

Gentlemen;

Following our standard procedure, we hereby report the unpaid balance due our company on the above job:

Retainage(10%) on contract	$ 7,896.50
Concrete pipe(billed monthly)	1,181.47
Clean up office site	200.00
Michigan loader- ½ hr @18.00 per hr	9.00
Total amount due Lininger's	$ 9,286.97

Sincerely yours,

Earl E. Lininger

Earl E. Lininger
M. C. Lininger & Sons, Inc.

EL/hj
cc: Heintz & Rogers
Ore. State Hwy. Dept

NOTED
FLOYD QUERY

RECEIVED
APR 2 - 1963
FOR FILING

I 5-1(30)11

Salem, Oregon
April 1, 1963

Acceptance of Contract

Mr. L. P. Shaw
Assistant Highway Engineer
OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 5902 with R. A. Heintz Construction Co. and Rogers Construction, Inc., for grading and structures on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, completed September 12, 1962.

L. H. Young
Office Engineer

EBP:jb

cc: Floyd Query
C. E. Nelson
F. D. Morgan

RECEIVED
MAR 13 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 12, 1963

R. A. Heintz Construction Company, and
Rogers Construction, Inc.
211 N. E. Columbia Boulevard
Portland 11, Oregon

Re: 12th Street-North Ashland
Interchange-Contract No. 5902

Gentlemen:

We are enclosing the final estimate on Contract No. 5902, and two copies of the certificate required by the Bureau of Public Roads.

The Engineers calculation of final quantities revealed a net overpayment on progress estimates in the amount of $147,147.23. This amount less the retained percentage of $71,661.32 resulted in an overpayment of $75,485.91 on this contract.

The overpayment is attributed to the difference in plan shrink factor against actual shrink factor of excavated materials. Monthly estimates were thoroughly discussed with your Superintendent and quantities paid were agreed to prior to submission. Upon calculating final quantities, it was learned that the material did not shrink as much as anticipated and in many of the cuts excavation for select material was not necessary, contributing to the lessening of excavated materials.

Will you kindly enclose your check in the amount of $75,485.91 with the signed estimate and certificates.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:
C. H. Maison
Auditor

CHM:jc

Enclosure

cc: R. L. Porter
F. D. Morgan
L. H. Young
Arnold Kahler
Floyd Query

RECEIVED
MAR 12 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

1(30)18

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 11, 1963

Section 12th St. - N. Ashland Interchange

Kind of work Grading & Structures

Highway Pacific County Jackson

Section prefix 615-1083

Contractor Heintz Const. Co. & Rogers Const. Inc.

Contract number 5902

Date of contract May 10, 1961

Specified work days 150

Date work started May 17, 1961

Work days used 194

Project authorization $2,846,779.88

Exclusive of engineering $2,644,342.20

Per cent of time elapsed 129.3 %

Estimated cost of completed project, exclusive of engineering $2,428,084.80

Estimated per cent overrun or underrun Exclusive of Engineering 8.18 %

Per cent of contract completed, based on estimated cost 100% Exclusive of Seeding and Mulching %

Engineering authorization $202,437.88

Engineering cost to date $175,576.28, 86.7 %

Date project was completed Sept. 12, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	100%	100%	100%	-----

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

John Seawell, Heintz and Rogers supervisor in office reviewing semi final estimate Thursday and Friday.

$147,955.90 overpaid.

CONSTRUCTION DIVISION
RECEIVED
JAN 14 1963
NOTED ☐ CE ☐ ACE ☐ ACE ☐ COE

NOTED
LLOYD P SHAW

D.H. Haller Jr.

Signed D.H. Haller Jr., Resident Engineer

Address P.O. Box 1106, Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.45	3.39			
Miles partially completed	9.45	3.39			
Miles completed	9.45	3.39			
Total estimated quantities (contract)				Agg 1,110 Oil 120	
Total quantities corrected to date				Agg 297.5 Oil 36.8	
Estimated quantities moved or placed to date				Agg 297.5 Oil 36.8	
Average daily quantities				Agg 1.5 Oil 0.2	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 14 1963
FOR FILING

COMMISSIONERS
• GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

I-5, 13-5[illegible]

E 963

January 10, 1963

Mr. Bert S. Gooding
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Gooding:

Your letter of January 3, 1963, directed to the State Highway Engineer, requested information on concrete quantities poured in the construction of concrete culverts at two locations on the 12th Street-North Ashland Interchange project, Pacific Highway, Contract No. 5902.

Our field engineers have been contacted and the following quantities determined:

At Station 848+20, a double 8'x8' concrete box culvert, 349.25 cubic yards of concrete poured.

At Station 1271+20, a double 9'x6' concrete box culvert, 307.75 cubic yards of concrete poured.

We trust this will supply your desired information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By FDMorgan
F. D. Morgan
Construction Engineer

GLD:bjh:fp
cc Lloyd P. Shaw
L. R. Chandler

RECEIVED
JAN 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Shaw

BERT S. GOODING
ATTORNEY AT LAW
YEON BUILDING, PORTLAND, OREGON
CAPITOL 8-3369

January 3, 1963

State Highway Engineer
State Highway Commission
Salem, Oregon

Re: Oregon State Highway Commission Contract No. 5902
North Ashland Interchange Pacific Highway

Dear Sir:

I represent the surety on the bond of Louis J. Clave dba Clave Construction Co., subcontractor with R. A. Heinz Construction Co., and Rogers Construction, Inc., prime contractors on the above job.

I would like to verify a claim for rental of prefabricated forms furnished by Snook Brothers to Clave Construction Co., based upon the quantity of concrete poured.

Will you please advise quantities of concrete poured in the construction of the double 8 x 8 concrete culvert at Station 848+20 and the double 9 x 6 concrete box culvert at Station 1271+20 under the above numbered contract.

Thanking you in advance for any assistance that you may be able to give, I am,

Very truly yours,

Bert S. Gooding

BSG:G

D. P. SHAW

NOTED
R. L. PORTER

RECEIVED
JAN 4 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN [illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 9 1963

FOR FILING

[illegible]

5902

January 8, 1963

Mr. Bert S. Gooding
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Gooding:

This is to acknowledge receipt of your letter of January 3 concerning the R. A. Heintz Construction Company and Rogers Construction, Inc., Highway Contract No. 5902, for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

This contract was completed September 12, 1962, but has not yet been accepted by the State Highway Commission.

As requested, we are attaching a photocopy listing the description of the various claims received in this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

BERT S. GOODING
ATTORNEY AT LAW
YEON BUILDING, PORTLAND, OREGON

CAPITOL 8-3369

January 3, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Oregon State Highway Contract No. 5902
R. A. Heinz Construction Co., and Rogers
Construction Co., Prime Contractors
North Ashland Interchange Pacific Highway

Dear Sir:

I represent the surety company on the bond of L. J. Clave dba Clave Construction Co., who had a subcontract with the Prime Contractor on the above job. I would be pleased to have you furnish me with the date of the "official acceptance of the work by the affirmative action of the Commission" relating to the filing of claims under 279.526 ORS, together with the name, address and amount of claims filed with you, together with date of receipt thereof for filing.

Thanking you in advance, I am,

Very truly yours,

Bert S. Gooding

BSG:G

Clr
please reply
76

RECEIVED
JAN 4 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
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FOR FILING

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5902

Salem, Oregon
December 11, 1962

Mr. F. D. Morgan
Construction Engineer
OFFICE

This is to advise you that work was completed on September 12, 1962, on Contract No. 5902, 12th St.-N. Ashland Interchange Section, in Jackson County.

We request that your office return a signed copy of this letter listing any conditions below which would prevent acceptance of the project by the Highway Commission.

L. H. Young
Office Engineer

DBP:bb

Construction Division
Office Endorsement

Date:______________________

Conditions noted on above date:

Construction Engineer

RECEIVED
NOV 15 1962
FOR FILING

November 15, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Corrected Completion Date
12th St.-N. Ashland Interch. Section
Contract No. 5902, Jackson County
Project No. I-5-1(30)18

Dear Sir:

Will you please correct the date of completion on the subject project.

On September 10, 1962, our letter advised you that the contractor completed work on September 1, 1962. Two short sections of C-9 oil mat, less than four hours work, actually remained to be done. This final seal was applied as oiling was being done on the paving project, I-5-1(37)18. The correct date of completion is September 12, 1962.

Workdays are not charged for the interval between September 1 and September 12, because of weather conditions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

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NOV 9 1962
FOR FILING
I-5-1( ) 18
4912

477 Cottage Street N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 5, 1962

A. W. Parsons, Division Engineer
Salem, Oregon

12th St.-N. Ashland Interchange Section-
Pacific Highway-Jackson County
Contract No. 3902. Project No. I-5-1(30)18
Order for State Force Work No. 7 - Seeding & Mulching

Reference is made to your letter dated October 31, 1962 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

Reimbursement will be made on an actual cost basis.

Attach.

original To Young
with attachment
11-9-62

RECEIVED
NOV 7 1962

RECEIVED
NOV 1 1962
FOR FILING

October 31, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 224-238, covering seeding and mulching on the 12th Street-N. Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $20,320.00 with Federal participation of $16,735.00.

This work has been verbally approved by the BPR District and Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
NOV 1 1962
FOR FILING

October 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 224-236, covering seeding and mulching on the 12th Street-N. Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $20,320.00, with Federal participation of $12,192.00.

This work has been verbally approved by the BPR District and Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
OCT 31 1962
FOR FILING

[illegible]

5902

JOHN D. THOMAS
LAVERNE M. JOHNSON

THOMAS & JOHNSON
ATTORNEYS AT LAW
150 MONROE STREET
P. O. BOX 408
CORVALLIS, OREGON

PHONE PL 2-5121

October 17, 1962

Rogers Construction Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Re: Smith Brothers Construction Company vs. R. A. Heintz Construction Company, 12th Street, North Ashland Interchange, Pacific Highway, Jackson County, Oregon.

Gentlemen:

On the 31st day of July, 1962 we filed a Notice of Claim against the bond of the contractor in the above captioned matter.

Will you please advise as to the current status of our claim and other claims on the particular job. We hesitate to bring an action against the bonding company on the bond as long as there is a possibility that the matter will be worked out at an administrative level.

Will you please advise us.

Yours very truly,

LaVerne M. Johnson

LMJ/th

cc: United Pacific Insurance Company
P. O. Box1216
Tacoma, Washington

The Fidelity & Casualty Co. of New York
160 Pine Street
San Francisco 11, California

Floyd Query, Secretary
Oregon State Highway Commission

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
OCT 18 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 1 1962
FOR FILING

[illegible]
5902

September 28, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Release of $90,934.95 on contract #5902 on or after October 5, 1962, will be made to R. A. Heintz Const. Co., & Rogers Const. Inc., for grading-structures on the 12th St.-North Ashland Interchange Section of Pacific Highway in Jackson County.

This payment reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $71,661.32.

You have been advised previously that claims have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: R. A. Heintz Const. Co., &
Rogers Const. Inc.,
211 NE Columbia Blvd.,
Portland 11, Oregon

RECEIVED
SEP 21 1962
FOR FILING

5902

September 21, 1962

Frohnmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Attention: Mr. Otto J. Frohnmayer

Re: Bond, Sandy Clave - Subcontractor, under R. A. Heintz Construction Co. and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project I-5-1(30)18. Grading and structures, 12th St. N. Ashland Interchange Section, Jackson County.

Gentlemen:

This is to acknowledge receipt of the claim of your client, M. G. Lininger & Sons, dated September 11, 1962, and amended claim, dated September 14, 1962, relative to the above contract.

These claims appear to be identical to your claim letter of September 4, which was received in this office and forwarded to the Secretary of State for filing.

The Secretary of State's office has informed us that these claims have been assigned File No. 3966.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

By
C. W. Head, Asst. Secretary

copy of claims sent to surety and Contrs -

CC:
United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.
Attn: Mr. W. T. Atkins

Fidelity & Casualty Co. of New York
160 Pine Street
San Francisco 11, California
Attn: Mr. Sheridan J. McCarthy

Mansfield & Co., Portland, Ore.
Pallett, Fisher & Carlo, Inc.
Portland, Oregon

R.A.Heintz Const. Co. and
Rogers Const., Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

CWH:fp

OTTO J. FROHNMAYER
PHILIP S. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

September 14, 1962

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Bond, Sandy Clave - Subcontractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project 1-5-1(30)18. Grading and Structures, 12 St. N. Ashland Interchange, Jackson County, Oregon

Dear Mr. Appling:

On September 10, 1962, we forwarded you claim of M. C. Lininger & Sons in connection with the above matter.

We have discovered that the interest was made to commence November 1, 1962, instead of November 1, 1961.

Accordingly we enclose herewith amended claim making the change for the interest date to November 1, 1961.

We will appreciate acknowledgement of the claim by you.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN
& DEATHERAGE

By Otto J Frohnmayer

OJF:mg

Enclosure

cc: Mr. Floyd Query
Earl E. Lininger

#3966
9-17-62
Filed with Sec. of State

NOTED
FLOYD QUERY

AMENDED

CLAIM PURSUANT TO ORS 279.526 AND ORS 279.528

Bond, Sandy Clave - Sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract # 5902, Federal Project 1-5-1(30)18. Grading & structures, 12th St. N. Ashland Interchange, Jackson County, Oregon.

TO: Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, M. C. Lininger & Sons, a partnership, has a claim for labor and material performed and furnished by it to L. J. Clave, sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc., state highway contract no. 5902, federal project 1-5-1(30)18, grading and structures, 12th St. N. Ashland Interchange, Jackson County, Oregon; that the balance due to the undersigned is the sum of $5,606.95 together with interest at the rate of 6% per annum from November 1, 1961; that attached hereto, marked Exhibit "A" and made a part hereof, is an itemized statement of the material and labor performed and furnished in connection with said project and upon which this claim is based; that the principals upon said bond are R. A. Heintz Construction and Rogers Construction, Inc., and that the sureties upon said bond are United Pacific Insurance Company and The Fidelity and Casualty Company of New York.

Dated September 14, 1962.

M. C. LININGER & SONS

By Earl E. Lininger
Partner

STATE OF OREGON)
) ss.
County of Jackson)

I, Earl E. Lininger, being first duly sworn on oath say; that I am one of the partners of M. C. Lininger & Sons, a partnership; that I have read the foregoing claim, know the contents thereof and the same is true as I verily believe.

Earl E. Lininger

Subscribed and sworn to before me this 14th day of September, 1962.

Marilyn J. Grewell
Notary Public for Oregon
My Commission expires: 6/19/65

August 1961

1st		
	400 Snap ties @ 16¢	$ 64.00
	400 weges @ 35¢	140.00
	40 yds concrete @ 17.95	718.00
2nd		
	10 gals. pink lady @ 1.50	15.00
	60 yds concrete @ 17.95	1077.00
3rd		
	600 snap ties @ 16¢	96.00
4th		
	4 gal anti hydro @ 1.50	6.00
	36 yds concrete @ 17.95	646.20
10th		
	56 3/4 yds concrete @ 17.95	1018.67
11th		
	½ yd plaster sand @ 4.20	2.10
	5 sks of cement @ 1.35	6.75
14th		
	56 yds of concrete @ 17.95	1005.21
	8 gals of pink lady @ 1.50	12.00
15th		
	25 yds concrete @ 17.95	448.75
16th		
	100 snap ties @ 16¢	16.00
17th		
	100 snap ties @ 16¢	16.00
22nd		
	400 snap ties @ 16¢	64.00
23rd		
	36 yds concrete @ 17.95	646.20
24th		
	52½ yds concrete @ 17.95	942.38
25th		
	9 gals pink lady @ 1.50	13.50
	33 yds concrete @ 17.95	592.35
29th		
	½ yd plaster @ 4.20	2.10
	3 sks cement @ 1.35	4.05
	55 yds concrete @ 17.95	987.25
30th		
	100 snap ties @ 16¢	16.00
	100 snap ties @ 14¢	14.00

August	31st	56 yds concrete @ 17.95	1005.20	
			$ 9574.71	
		discount 506½ @ 2.45	1240.31	
			$ 8334.40	net
Sept. 1961	1st	1 yd concrete @ 16.35	16.35	
		2 gal of pink lady @ 1.50	3.00	
	7th	5 sks cement @ 1.35	6.75	
	20th	25 yds concrete @ 17.95	448.75	
	21st	9 3/4 yds concrete @ 17.95	175.01	
	26th	8 yds concrete @ 17.95	143.60	
	27th	100 snap ties @ 14¢	14.00	
			$ 807.46	
		discount 42 3/4 yd @ 2.45 1 yd @ 86¢	105.59	
			$ 701.87	net
Oct. 1961	2nd	13 3/4 yds concrete @ 17.95	246.82	
	4th	12½ yds concrete @ 17.95	224.38	
	5th	6 yds concrete @ 17.95	107.70	
	6th	8½ yds concrete @ 17.95	152.58	
	9th	½ yd plaster sand	1.05	
		2 sks cement @ 1.35	2.70	
	12th	Bantam crane 3½ hrs @ 12.50	43.75	
	18th	2½ yds @ 17.95	44.88	
			$ 822.86	
		discount 46½ @ 2.45	105.97	
		return of 800 wedges @ 35¢	(280.00)	
			$ 437.89	net

November 1961

1st		
	rent on 200 she bolts	54.00
	332 ½ x 4 inner tie rods	30.54
	lost 1 waler rod & 2 nuts	1.80
	freight (Pierce)	50.50
	credit on 44 inner tie rods	(4.05)
		$ 132.79
	Total amount net	$9606.95
	11/13 paid by check	4000.00
		$5606.95 net due

August 1961

1st		
	400 Snap ties @ 16¢	$ 64.00
	400 weges @ 35¢	140.00
	40 yds concrete @ 17.95	718.00
2nd		
	10 gals. pink lady @ 1.50	15.00
	60 yds concrete @ 17.95	1077.00
3rd		
	600 snap ties @ 16¢	96.00
4th		
	4 gal anti hydro @ 1.50	6.00
	36 yds concrete @ 17.95	646.20
10th		
	56 3/4 yds concrete @ 17.95	1018.67
11th		
	½ yd plaster sand @ 4.20	2.10
	5 sks of cement @ 1.35	6.75
14th		
	56 yds of concrete @ 17.95	1005.21
	8 gals of pink lady @ 1.50	12.00
15th		
	25 yds concrete @ 17.95	448.75
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	9 gals pink lady @ 1.50	13.50
	33 yds concrete @ 17.95	592.35
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	½ yd plaster @ 4.20	2.10
	3 sks cement @ 1.35	4.05
	55 yds concrete @ 17.95	987.25
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	100 snap ties @ 16¢	16.00
	100 snap ties @ 14¢	14.00

August				
	31st	56 yds concrete @ 17.95	1005.20	
			$ 9574.71	
		discount 506¼ @ 2.45	1240.31	
			$ 8334.40	net
Sept. 1961				
	1st	1 yd concrete @ 16.35	16.35	
		2 gal of pink lady @ 1.50	3.00	
	7th	5 sks cement @ 1.35	6.75	
	20th	25 yds concrete @ 17.95	448.75	
	21st	9 3/4 yds concrete @ 17.95	175.01	
	26th	8 yds concrete @ 17.95	143.60	
	27th	100 snap ties @ 14¢	14.00	
			$ 807.46	
		discount 42 3/4 yd @ 2.45 1 yd @ 86¢	105.59	
			$ 701.87	net
Oct. 1961				
	2nd	13 3/4 yds concrete @ 17.95	246.82	
	4th	12½ yds concrete @ 17.95	224.38	
	5th	6 yds concrete @ 17.95	107.70	
	6th	8½ yds concrete @ 17.95	152.58	
	9th	¼ yd plaster sand	1.05	
		2 sks cement @ 1.35	2.70	
	12th	Bantam crane 3½ hrs @ 12.50	43.75	
	18th	2½ yds @ 17.95	44.88	
			$ 822.86	
		discount 46½ @ 2.45	105.97	
		return of 800 wedges @ 35¢	(280.00)	
			$ 437.89	net

November 1961

1st

rent on 200 she bolts	54.00
332 ½ x 4 inner tie rods	30.54
lost 1 waler rod & 2 nuts	1.80
freight (Pierce)	50.50
credit on 44 inner tie rods	(4.05)
	$ 132.79
Total amount net	$9606.95
11/13 paid by check	4000.00
	$5606.95 net due

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

September 10, 1962

Mr. Floyd Query
State of Oregon
State Highway Department
Salem 10, Oregon

Re: Bond, Sandy Clave - Subcontractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project 1-5-1(30)18. Grading and Structures, 12th St. N. Ashland, Interchange, Jackson County, Oregon

Dear Mr. Query:

Thank you for your letter of September 7, 1962.

Pursuant to ORS 279.528 we are filing with you a notice of claim of our client, M. C. Lininger & Sons, pursuant to ORS 279.526.

We also enclose copy of letter we are writing today to the secretary of state. You will note that we are filing with the secretary of state a copy of this claim also.

We appreciate your good attention to this matter. We will appreciate your acknowledging receipt of the enclosed claim.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN
& DEATHERAGE

By Otto

OJF:mg
Enclosure
cc: M. C. Lininger & Sons
Howell Appling

#3966
9-10-62
Claim Letter
dated 9/4/62

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

September 10, 1962

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Bond, Sandy Clave - Subcontractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project 1-5-1(30)18. Grading and Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

Dear Sir:

We enclose herewith claim of our client, M. C. Lininger & Sons, in connection with the above project. We believe that you have already been advised of the claim by Floyd Query, secretary of the Oregon State Highway Commission. However, we are filing this claim with you pursuant to ORS 279.528.

We will appreciate your acknowledging receipt of the enclosed claim.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN
& DEATHERAGE

By Otto J. Frohnmayer

OJF:mg

Enclosure

cc: M. C. Lininger & Sons
Mr. Floyd Query

CLAIM PURSUANT TO ORS 279.526 AND ORS 279.528

Bond, Sandy Clave - Sub-contractor under R. A.
Heintz Construction and Rogers Construction, Inc.,
State Highway Contract # 5902, Federal Project
1-5-1(30)18. Grading & Structures, 12th St. N.
Ashland Interchange, Jackson County, Oregon.

TO: Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, M. C. Lininger & Sons, a partnership, has a claim for labor and material performed and furnished by it to L. J. Clave, sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc., state highway contract no. 5902, federal project 1-5-1(30)18, grading and structures, 12th St. N. Ashland Interchange, Jackson County, Oregon; that the balance due to the undersigned is the sum of $5,606.95 together with interest at the rate of 6% per annum from November 1, 1962; that attached hereto, marked Exhibit "A" and made a part hereof, is an itemized statement of the material and labor performed and furnished in connection with said project and upon which this claim is based; that the principals upon said bond are R. A. Heintz Construction and Rogers Construction, Inc., and that the sureties upon said bond are United Pacific Insurance Company and The Fidelity and Casualty Company of New York.

Dated: September 11, 1962.

M. C. LININGER & SONS

By Earl E. Lininger
Partner

STATE OF OREGON)
) ss.
County of Jackson)

I, Earl E. Lininger, being first duly sworn on oath say: that I am one of the partners of M. C. Lininger & Sons, a partnership; that I have read the foregoing claim, know the contents thereof and the same is true as I verily believe.

Earl E. Lininger

Subscribed and sworn to before me this 11th day of September, 1962.

Marilyn J. Grewell
Notary Public for Oregon
My Commission expires: 6/19/65

August 1961

1st		
	400 Snap ties @ 16¢	$ 64.00
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	26th	8 yds concrete @ 17.95	143.60	
	27th	100 snap ties @ 14¢	14.00	
			$ 807.46	
		discount 42 3/4 yd @ 2.45 1 yd @ 86¢	105.59	
			$ 701.87	net
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		2 sks cement @ 1.35	2.70	
	12th	Bantam crane 3½ hrs @ 12.50	43.75	
	18th	2½ yds @ 17.95	44.88	
			$ 822.86	
		discount 46½ @ 2.45	105.97	
		return of 800 wedges @ 35¢	(280.00)	
			$ 437.89	net

November 1961

1st

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lost 1 waler rod & 2 nuts	1.80
freight (Pierce)	50.50
credit on 44 inner tie rods	(4.05)
	$ 132.79
Total amount net	$9606.95
11/13 paid by check	4000.00
	$5606.95 net due

RECEIVED
SEP 10 1962
FOR FILING

I-5-1(30)18

5902

September 10, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 1, 1962, on Contract No. 5902, 12th St.-North Ashland Interchange (Grading and Structures) Section, in Jackson County, in connection with Federal-Aid Project No. I-5-1(30)18.

We request that your office inspect the contract work and return a signed copy of this letter listing any condition below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date:____________________

Conditions noted on above date:

A. W. Parsons
Division Engineer

DBP:cr

cc: H. J. Cox

RECEIVED
SEP 11 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
[illegible] N. [illegible], MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5963

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 7, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962, for filing in the amount of $5,606.95 received from Frohnmayer, Lowry, Hogan and Deatherage, Attorneys at Law, on behalf of M. C. Lininger and Sons, Medford, for material furnished to L. J. Clave (subcontractor).

This appears to be in connection with State Highway Contract No. 5902 with R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

File #3966

FILED
SEP 10 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 10 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
dc

September 7, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962, for filing in the amount of $5,606.95 received from Frohnmayer, Lowry, Hogan and Deatherage, Attorneys at Law, on behalf of M. C. Lininger and Sons, Medford, for material furnished to L. J. Clave (subcontractor).

This appears to be in connection with State Highway Contract No. 5902 with R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

NOTED ON CARD
dc

September 7, 1962

Mr. Otto J. Frohnmayer
Frohnmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Re: Bond, Sandy Clave - Subcontractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract No. 5902, Federal Project I-5-1(30)18. Grading and Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

Dear Mr. Frohnmayer:

Mr. Leonard Lindas has referred your letter of September 4 to this office relative to the above contract.

You state that your client, M. C. Lininger and Sons, has furnished material under a subcontract with L. J. Clave in the amount of $5,606.95, plus interest at the rate of 6 per cent per annum from November 1, 1961.

This contract was completed on September 1, 1962. The United Pacific Insurance Company and The Fidelity and Casualty Company of New York, have furnished the performance bond on this contract. The State looks to the prime contractor's surety for the performance of the contract and the payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter of September 4 to the Secretary of State for filing. In the interim, this information will be noted in our records, and we will advise the United Pacific Insurance Company, The Fidelity and Casualty Company of New York, and the contractor of this filing.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 5, 1962
Salem 10, Oregon

To: Mr. Floyd Query
Secretary

OFFICE

SUBJECT: Bond, Sandy Clave -- Sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract #5902, Federal Project 1-5-1(30)18. Grading & Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

I forward you herewith the claim of M. C. Lininger & Sons in connection with the above contract, together with a copy of my letter to Mr. Frohnmayer relative to the same.

Lindas

L. I. LINDAS
Chief Counsel

LIL:dc
Attachments

Cu, please handle as a claim

#5902 was approx- 99% complete
as of 8-31-62.

FORM E-125

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Yellow

September 7, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington
Attn: Mr. W. T. Atkins

and

The Fidelity & Casualty Co.
of New York
160 Pine Street
San Francisco 11, California
Attn: Mr. Sheridan J. McCarthy
Bond Superintendent

Gentlemen:

A claim letter dated September 4 has been received from Frohnmayer, Lowry, Hogan and Deatherage, Attorneys at Law, on behalf of M. C. Lininger and Sons, Medford, advising that L. J. Clave (Subcontractor) owes them for material in the amount of $5,606.95, plus interest.

This appears to be in connection with State Highway Contract No. 5902 with R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

We have forwarded this claim to the Secretary of State for filing. Attached is a copy for your records.

We provide this information as your companies appear as sureties on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc:

Mansfield & Company
1975 S. W. 5th Ave.
Portland 1, Oregon

Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Building
Portland 4, Oregon

R. A. Heintz Cons. Co. and
Rogers Cons. Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Commissioners

Mr. Forrest Cooper

NOTED ON CARD
lc

Mr. Query

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 5, 1962

Mr. Otto J. Frohnmayer
Frohnmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Re: Bond, Sandy Clave -- Sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc., State Highway Contract #5902, Federal Project 1-5-1(30)18. Grading & Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

COPY

Dear Otto:

This is to acknowledge your letter of September 4th, relative to the above matter and to inform you that we have forwarded your claim to the Commission Secretary for his information and notation. This is done pursuant to the provisions of ORS 279.528.

I am sure that this will give your client the proper protection due him under the bond.

With kind personal regard, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:dc

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
300 GOOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

COPY

September 4, 1962

State Highway Commission
Salem, Oregon

Attention: Leonard Lindas

Re: Bond, Sandy Clave -- Sub-contractor under R. A. Heintz Construction and Rogers Construction, Inc. State Highway Contract # 5902, Federal Project 1-5-1(30)18. Grading & Structures, 12th St. N. Ashland Interchange, Jackson County, Oregon

Gentlemen:

We represent M. C. Lininger & Sons of Medford, Oregon. Our client furnished material under a subcontract with D. J. Clave on the above project. We understand that the prime contractor on this job is R. A. Heintz Construction and Rogers Construction, Inc.

We have in our file a copy of a letter dated November 21, 1961, written by R. A. Heintz Construction and Rogers Construction, Inc. to American Surety Co. of New York in care of its local agent, Don Stathos, 1005 East Main Street, Medford, Oregon. A photocopy of this letter is enclosed for your information.

We understand that there are several bonding companies involved and a hassle has developed between them.

The balance due to our client is $5,606.95 together with interest at the rate of 6% per annum from November 1, 1961. We will appreciate if you will look into this matter and give all assistance possible in seeing that the claim of our client is promptly paid.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE

By Otto J. Frohnmayer

OJF:mg
cc: Kobin & Meyer
American Surety
Bert S. Gooding
M. C. Lininger & Sons

D. A. Heintz Construction Co.
&
Rogers Construction, Inc.

COPY

P.O. Box 368
Phoenix, Oregon

Earl Lininger

November 21, 1961

American Surety Co. of New York
% Don Stathos
1005 East Main St.
Medford, Oregon

Re: Mr. Louis J. Clave
(dba Clave Construction Co.)
Sub-contract, Dated May 23, 1961
12th St.-No. Ashland Interchange
Pacific Highway

Gentlemen:

This is to advise that we have received the following claims against monies due to L. J. Clave for work performed on the above sub-contract:

Levy by U. S. Internal Revenue Service	$1,517.55
M.C. Lininger & Sons, Medford, Oregon for materials furnished on the above sub-contract	5,606.95
Cal-Ore Machinery Co., Medford, Oregon for materials and equipment furnished on the above sub-contract	1,357.47
Total claims to date	$8,481.97

Monies due to Louis J. Clave are as follows:

For work performed from October 10 to November 20, 1961	502.20
10% retainage withheld to date	4,505.05

Amounts not yet paid by State Highway Department on monthly estimates for work performed (as calculated by local office and subject to change when checking in Salem):

Contract Bid Item #46	3.9 cys. @ $46.00	179.40
Contract Bid Item #77	.8 cys. @$46.00	36.80
	TOTAL	$ 5,223.45

R. A. HEINTZ CONSTRUCTION CO.
&
ROGERS CONSTRUCTION, INC.

As indicated by the enclosed copy of our letter to Louis J. Clave we have accepted his work on this sub-contract as complete and satisfactory.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO. and
ROGERS CONSTRUCTION, INC.

by______________________________
J. L. [illegible], Supt.

JL[illegible]

cc: [illegible] C. Lindinger & Sons
Cal-Cro Machinery Co.
Mr. Chas. McInroe
John Crumbie

RECEIVED
UG 31 1962
FOR FILING

5902

August 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 21 covering extra panels under right of way fence on the 12th St.-No. Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal-Aid Project No. I-5-1(30)18.

It is necessary to construct panels under the right of way fence at ditches and creeks in five locations to prevent the entry upon the freeway by livestock.

This work has been verbally approved by the BPR District Engineer and the Field authorized to proceed as of August 27, 1962. Approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
UG 3 1962
FOR FILING

August 2, 1962

United Pacific Insurance Company and
P. O. Box 1216
Tacoma, Washington
Attn: Mr. W. T. Atkins

The Fidelity & Casualty Co.
of New York
160 Pine Street
San Francisco 11, California
Attn: Mr. Sheridan J. McCarthy
Bond Superintendent

Gentlemen:

Attached is a copy of a claim in the amount of $3,443.00 which has been filed with the Secretary of State by Snook Bros. Construction Co. for labor and materials in the nature of prefabricated forms and the rental thereof, furnished to R. A. Heintz Const. Co. and Rogers Construction, Inc.

This appears to be in connection with State Highway Contract No. 5902 with R. A. Heintz Construction Co. and Rogers Construction, Inc., for grading and structures on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County.

We provide this information as your companies appear as sureties on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Enc.
CC:
Mansfield & Company
1975 S. W. 5th Ave.
Portland 1, Oregon

Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Building
Portland 4, Oregon

Huston, Thomas & Johnson
Attorneys at Law
P. O. Box 866
Corvallis, Oregon

R. A. Heintz Construction Co. and
Rogers Construction, Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

NOTED ON CARD

Commissioners
Mr. Forrest Cooper

1859

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

July 31, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from LaVerne M. Johnson, c/o Huston, Thomas & Johnson, Attorneys at Law, Citizens Bank Building, P. O. Box 866, Corvallis, Oregon and filed as of this date, a notice of claim by Snook Bros. Construction Co., P. O. Box 687, Corvallis, Oregon for labor and materials in the nature of prefabricated forms and the rental thereof furnished by the Snook Bros. Construction Co., in the sum of $3,443.00 against the bond taken from R. A. Heintz Construction Co. and Rogers Construction, Inc., 211 N. E. Columbia Boulevard, Portlnad, 11, Oregon, principals and United Pacific Insurance Company, 627 Board of Trade Building, Portland, Oregon and the Fidelity and Casualty Company of New York, co-sureties, for the work on Oregon State Highway Contract No. 5902 for grading and structures, 12th Street-North Ashland Interchange, Pacific Highway, Jackson County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
AUG - 1 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTICE OF CLAIM AGAINST BOND

O.R.S. 279.526

TO: State of Oregon, acting by and through its State Highway Commission, FLOYD QUERY, Secretary of the State Highway Commission, HOWELL APPLING, Jr. Secretary of State.

NOTICE IS HEREBY GIVEN that the undersigned, Snook Bros. Construction Co., a co-partnership, P. O. Box 687, Corvallis, Oregon, has a claim for labor and materials in the nature of prefabricated forms and the rental thereof furnished by the undersigned, Snook Bros. Construction Co., in the sum of Three Thousand Four Hundred Forty-three Dollars ($3,443.00) against the bond taken from R. A. Heintz Construction Co., an Oregon corporation, and Rogers Construction, Inc., an Oregon corporation, by and through their corporate officials in joint venture with principal offices at 211 N. E. Columbia Boulevard, Portland 11, Oregon as principals, and United Pacific Insurance Company, a Washington corporation, 627 Board of Trade Building, Portland, Oregon, and the Fidelity and Casualty Company of New York, a New York corporation, as co-sureties, for the work on Oregon State Highway contract No. 5902 for grading and structures, 12th Street-North Ashland Interchange, Pacific Highway, Jackson County, Oregon.

DATED this 30th day of July, 1962.

SNOOK BROS. CONSTRUCTION CO

By Louis Snook
Louis Snook, General Partner.

File #3962

FILED
JUL 31 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 31 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

PHONE PL 3-7369

HUSTON, THOMAS & JOHNSON
ATTORNEYS AT LAW
CITIZENS BANK BUILDING
P. O. BOX 866
CORVALLIS, OREGON

KARL T. HUSTON
JOHN D. THOMAS
LAVERNE M. JOHNSON
JAMES EICKELBERG

July 30, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Enclosed herewith please find claim of Snook Bros. Construction Co. on the bond and job as in said claim indicated.

Yours very truly,

LaVerne M. Johnson

LMJ:jm
Enc

Cec, please reply
FE

NOTED
FLOYD QUERY

RECEIVED
JUL 31 1962
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM
AGAINST BOND

O.R.S. 279.526

TO: State of Oregon, acting by and through its
State Highway Commission, FLOYD QUERY, Secretary
of the State Highway Commission, HOWELL APPLING, Jr.
Secretary of State.

NOTICE IS HEREBY GIVEN that the undersigned, Snook Bros. Construction Co., a co-partnership, P. O. Box 687, Corvallis, Oregon, has a claim for labor and materials in the nature of prefabricated forms and the rental thereof furnished by the undersigned, Snook Bros. Construction Co., in the sum of Three Thousand Four Hundred Forty-three Dollars ($3,443.00) against the bond taken from R. A. Heints Construction Co., an Oregon corporation, and Rogers Construction, Inc., an Oregon corporation, by and through their corporate officials in joint venture with principal offices at 211 N. E. Columbia Boulevard, Portland 11, Oregon as principals, and United Pacific Insurance Company, a Washington corporation, 627 Board of Trade Building, Portland, Oregon, and the Fidelity and Casualty Company of New York, a New York corporation, as co-sureties, for the work on Oregon State Highway contract No. 5902 for grading and structures, 12th Street-North Ashland Interchange, Pacific Highway, Jackson County, Oregon.

DATED this 30th day of July, 1962.

SNOOK BROS. CONSTRUCTION CO

By Louis Snook
Louis Snook, General Partner.

RECEIVED
JUN 19 1962
FOR FILING

5902.

June 19, 1962

Fidelity & Casualty Co. of New York
160 Pine Street
San Francisco 11, California

Attention: Thomas G. Taylor
Examiner

Gentlemen:

This is to acknowledge receipt of your letter of June 12 informing us that you did not receive a copy of our letter of May 9 with its enclosures.

As requested we are attaching a photocopy of our letter of May 9, also, a photocopy of the claim of Clave Construction Company in the amount of $6,000 against R. A. Heintz Construction Company and Rogers Construction, Inc. which appears to be in connection with State Highway contract 5902.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Attachments

The Fidelity and Casualty Company of New York

160 PINE STREET
SAN FRANCISCO 11, CALIFORNIA
GARFIELD 1-8200

June 12, 1962

#5902

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. C. W. Head, Assistant Secretary

Re: File No: N-137
Bond No: S 1277832
Obligee: State of Oregon
Principal: R. A. Heintz Construction Co.

Gentlemen:

Referring to your letter of June 7, 1962, we have no record of having received your prior letter of May 9, 1962 with its enclosures. ✓

We would appreciate receiving duplicate copies of the correspondence.

Yours very truly,

Thomas C Taylor

Thomas C. Taylor
Examiner

TCT:cg

RECEIVED
JUN 14 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

America Fore Loyalty Group

RECEIVED
JUN 30 1962
FOR FILING

FORM 2-HWY 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

F [illegible]

6962 —

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 18, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Irrigation Facilities
DeYoung (R/W File 29355)
12th St.-No. Ashland Section
Project No. I-5-1(30)18

Dear Mr. Parsons:

As requested in your letter of May 29, 1962, we have obtained a written statement from Mr. DeYoung that he would accept a sump in lieu of the proposed conduit, and that he would accept responsibility for future maintenance. Two copies of the statement are attached.

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

Attachments

CHB:bjh

cc: R. L. Porter
W. T. Wright (Attach.)

RECEIVED
JUN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JUN 13 1962

FOR FILING

I-5-1(30)18

5902

June 13, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 20 covering the revision of fence location on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal-Aid Project No. I-5-1(30)18.

It was not anticipated that the power pole would need to be moved. The partially constructed fence is outside of the pole, but can be relocated to leave the pole outside of the access control line. The estimate for moving the pole is $3,200 and the estimated cost of relocating the fence is $115.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J.A.H.

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
JUN 11 1962
FOR FILING

5902

June 7, 1962

Mr. Blaine Devers, Trustee
Clave Bankruptcy
1825 Oregon Avenue
Medford, Oregon

Dear Mr. Devers:

Reference is made to our letter of May 9 concerning the claim of Clave Construction Co. against R. A. Heintz Construction Company and Rogers Construction, Inc. in the amount of $6,000. This is in connection with State Highway Contract No. 5902, for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County, awarded to R. A. Heintz Construction Company and Rogers Construction, Inc.

Upon the advice of Mr. L. I. Lindas, our Chief Counsel, we are forwarding your letter of May 5 concerning the Clave claim to the Secretary of State for filing.

We are informing the United Pacific Insurance Company and The Fidelity & Casualty Company of New York, sureties on this contract, as well as the principal contractors of the filing of your claim with the Secretary of State.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc

NOTED ON CARD
dc

June 7, 1962

United Pacific Insurance Company and The Fidelity & Casualty Co. of N.Y.
P. O. Box 1216
Tacoma, Washington

Attention: Mr. W. T. Atkins

The Fidelity & Casualty Co. of N. Y.
160 Pine Street
San Francisco 11, California

Attention: Mr. Sheridan J. McCarthy

Gentlemen:

Reference is made to our letter of May 9 concerning the claim of Clave Construction Co. in the amount of $6,000 against R. A. Heintz Construction Co. and Rogers Construction, Inc.

As we previously advised you this appears to be in connection with our Contract No. 5902, for grading and structures on the 12th Street-North Ashland Interchange Section of Pacific Highway in Jackson County.

Upon the advice of Mr. L. I. Lindas, our Chief Counsel, we are forwarding the Clave Construction Co. claim, which was submitted by Blaine Devers, Trustee, Clave Bankruptcy, to the Secretary of State for filing. A copy of this claim was furnished you with our letter of May 9.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc

cc: Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, Ore.
Pallett, Fisher & Carlo, Inc., 1001 U.S. National Bk. Bldg., Port. 4, Ore.
R. A. Heintz Const. Co. & Rogers Const. Inc.

Glenn L. Jackson
David B. Simpson
Forrest Cooper
L. I. Lindas

NOTED ON CARD
dl

FORM E-30 80M 3-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1962

SUBJECT: Claim by Blaine Devers, Trustee
in Bankruptcy
Clave Construction Co., Subcontractor
Contract #5902
12th St.- North Ashland Interchange Sec.
Pacific Highway

5902
R H Heintz Constn Co & Rogers
Constn Inc

To: Mr. Floyd Query
Secretary

OFFICE

As requested, we have reviewed the letter of May 5, 1962, from Mr. Devers, trustee in the bankruptcy proceeding of Clave Construction Co., regarding this matter.

We doubt that a subcontractor's trustee in bankruptcy is entitled to demand, as a matter of legal right, that we withhold from sums due the prime contractor, such amounts as may be owed by the prime contractor to the subcontractor. Since we have no direct contractual relationship with the subcontractor, the subcontractor would not be entitled, as a matter of right, to enforce payment directly by the State. Upon the bankruptcy of the subcontractor, the trustee ordinarily would have no greater rights in this respect.

However, since it is the policy of the State to see that all claims against a project, including those of subcontractors, are paid by the prime contractor (see ORS 279.314; paragraph 1.7.29, Standard Specifications), it appears that the trustee's claim should be handled in the same manner as a direct claim by the subcontractor, Clave Construction Co.

We understand that your normal practice, upon receipt of a notice of claim by a subcontractor or supplier, is to advise the prime contractor thereof, as well as the bonding company, and that final payment cannot be made until the claim is disposed of. This practice is consistent with paragraph 1.7.29, Standard Specifications, under which we are also authorized to pay a valid claim by a subcontractor, and charge the amount thereof against funds due or to become due the prime contractor.

Cec,
lets talk re this
F.Q.

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

We are not presently in a position to evaluate the validity of Mr. Dever's contention that the prime contractors owe Clave Construction Co. $6,000, or any other sum. For present purposes, however, it is our opinion that this claim by the trustee in bankruptcy should be handled in the same manner as would a direct claim by Clave Construction Co., had there been no bankruptcy.

Before any sums are paid by the Department to the trustee in bankruptcy, two conditions should be fulfilled: (1) it should be determined, by agreement of all parties, adjudication by a court of competent jurisdiction, or by our own investigation, that Clave has a valid claim against the prime contractors, and (2) the prime contractors should be given reasonable notice and opportunity to satisfy Clave's claim.

If the question of the validity of Clave's claim cannot be resolved, we will still be justified in demanding that the prime contractors settle the matter as they see fit, obtaining a release from Clave and the trustee before we make final payment. In the event that we are subjected to the jurisdiction of the Bankruptcy Court or other tribunal, of course, we would have to comply with the orders of such court as to how and to whom payments are to be made.

L. I. LINDAS
Chief Counsel

By Alan Johansen
Alan Johansen
Staff Attorney

AJ:ep
cc: L. I. Lindas
C. H. Maison
F. B. Klaboe

RECEIVED
[illegible] 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5902.

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 7, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim for filing in the amount of $6,000, received from Blaine Devers, Trustee of Clave Bankruptcy.

This appears to be in connection with work performed by Clave Construction Company as a subcontractor on State Highway Contract No. 5902, for grading and structure on 12th Street-North Ashland Interchange Section of Pacific Highway in Jackson County. This contract was awarded to R. A. Heintz Construction Co. and Rogers Construction, Inc.

The sureties and agents who wrote the bond on this contract are as follows:

United Pacific Insurance Company
Mansfield and Company, Agent

The Fidelity & Casualty Co. of New York
Pallett, Fisher & Carlo, Inc., Agent

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

RECEIVED
JUN 11 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

CWH:jmc
Encl.

File # 3951

FILED
JUN 11 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
dc

NOTED
C. W. HEAD

June 7, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim for filing in the amount of $6,000, received from Blaine Devers, Trustee of Clave Bankruptcy.

This appears to be in connection with work performed by Clave Construction Company as a subcontractor on State Highway Contract No. 5902, for grading and structure on 12th Street-North Ashland Interchange Section of Pacific Highway in Jackson County. This contract was awarded to R. A. Heintz Construction Co. and Rogers Construction, Inc.

The sureties and agents who wrote the bond on this contract are as follows:

United Pacific Insurance Company
Mansfield and Company, Agent

The Fidelity & Casualty Co. of New York
Pallett, Fisher & Carlo, Inc., Agent

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc
Encl.

NOTED ON CARD
dc

RECEIVED
MAY 29 1962
FOR FILING

May 29, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 19 covering installation of steel water pipe on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal-Aid Project No. I-5-1(30)18.

The water lines noted on the order and on the attached copies of the sketch are necessary for the irrigation system at the Barnett Road. They will be under fills and it is more practical and economical to install now than after the fill is made.

This work has been verbally approved by the BPR District and Area Engineers, and the Field was authorized to start the work April 30, 1962. Approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
[illegible] 1962
FOR FILING

FORM E-123X 100M 4-62
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Irrigation Facilities
R/W File 29355 (DeYoung)
12th St.-No. Ashland Section
Pacific Highway
Project No. I-5-1(30)18

Dear Mr. Polk:

Near Station 1222 on the plans for this project we have called for the installation of a 12" conduit for an irrigation pipe. The property owner has signed a letter which authorizes the State to construct a sump, 20' x 30' x 8' deep, opposite Station 1227 and to eliminate the installation of the conduit. The right of way appraisals were made on the assumption that irrigation would be maintained on the remaining property.

An estimate has been made for each installation. The estimated cost of the 12" conduit is $629.00 -- for the sump it is $668.00.

We recommend the construction of the sump. The area is rather soft ground and it is entirely possible that a conduit will eventually "sag" so as to make the inserting of a pipe quite difficult. The sump will be constructed on the owner's property and will be maintained by him.

Your concurrence in this change of plans is requested.

NOTED
R. L. PORTER

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
MAY 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

CHB:bjh
cc: R. L. Porter ✓
W. T. Wright
L. R. Chandler

RECEIVED
AY 16 1962
FOR FILING

5902

UNITED PACIFIC INSURANCE GROUP

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

May 15, 1962

Oregon State Highway Commission
State Highway Department
Salem 10, Oregon

Mr. Floyd Query, Secretary

Gentlemen:

Bond B-93765 - R. A. Heintz Construction Company and Rogers Construction, Inc., Principal Contract No. 5902, Ashland Interchange Section in Jackson County

This is to acknowledge your letter of May 9, addressed to our company to the attention of W. T. Atkins, relative to a claim by Clave Construction Company, bankrupt. We note that a copy of your letter and of the letter of claim was transmitted to the office of our bonded principals. To our knowledge, our principals are eminently qualified and financially responsible to enable them to handle matters for which it may have a liability. Thus, we do not plan to interject ourselves into this matter.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

E. R. MacDougall

E. R. MacDougall
Claim Department

ERM:ph

NOTED
FLOYD QUERY

RECEIVED
MAY 16 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 11 1962
FOR FILING

5902

KENNETH G. DENMAN
ATTORNEY AT LAW
128 E. MAIN ST.
MEDFORD, OREGON

May 10, 1962

R. A. Heintz Construction Co.,
& Rogers Construction Co.
11760 N. E. Glisan Street
Portland, Oregon

Re: Louis John Clave
Bankrupt No. B-35756
Medford, Oregon

Gentlemen:

The writer of this letter is attorney for the Trustee, Blaine Devers in the above bankruptcy. Mr. Devers has written to you about the same subject contained in this letter, but it is my understanding that he has had no answer.

According to the schedules of Mr. Clave, he lists $6000.00 due from you as a subcontractor on the 12th Street North Ashland Interchange Section of Pacific Highway, Jackson County, Oregon, job No. 43-B.

It is my understanding there is a dispute between you and Clave as to the correct amount due, but that in any event, the same exceeds $4000.00. Also it is my understanding that you have taken the position that you have a right, under the subcontract, to pay the money due Clave to job creditors and that some of the money already has been paid to a job creditor.

I understand the subcontract gives you that authority under Article XI of the subcontract. However, it is the position of the Trustee that the Bankruptcy of Clave negated that provision of the subcontract and any moneys due Clave should be paid to Blaine Devers, Trustee, who will then disburse the money to the creditors of Clave in accordance with the orders made by the Referee in Bankruptcy. It is the Trustee's position that this is the procedure that should be followed. He notified you of the same by letter on April 10, wherein he also requested a copy of your records detailing payments made to or for Clave on this job.

We are hopeful that we will have your cooperation and that it will not be necessary to undertake any legal proceedings in this matter. Will you please give us an itemized statement showing the amount due Mr. Clave when the Bankruptcy was filed on February 13, 1962.

Very truly yours,

Kenneth G. Denman

KGD:jt
CC: Oregon State Highway Department
Contract Payment Division
Salem, Oregon

Mr. Norman B. Kobin
Attorney at Law
314 Oregon Bank Bldg.
Portland 4, Oregon

Mr. Bert S. Gooding
Attorney at Law
Yeon Building
Portland, Oregon

NOTED
FLOYD QUERY

Copy to Lundas
5-11-62

RECEIVED
JUN 11 1962
FOR FILING

5902

May 9, 1962

United Pacific Insurance Company and
P. O. Box 1216
Tacoma, Wn.

Attn: Mr. [illegible] I. Atkins

Fidelity & Casualty Co. of N.Y.
160 Pine Street
San Francisco 11, California

Attn: Mr. Sheridan J. McCarthy

Gentlemen:

Attached is a copy of a letter written by Mr. Blaine Devers, Trustee in the bankruptcy of Clave Construction Co.

The claim of Clave Construction Co. in the amount of $6,000 against R. A. Heintz Construction Co. and Rogers Construction, Inc., appears to be in connection with our Contract No. 5902 for work on the 12th St.-N. Ashland Interchange Section on the Pacific Highway in Jackson County.

The above claim as submitted by Mr. Blaine Devers, Trustee in bankruptcy, is being referred to Mr. L. I. Lindas, our Chief Counsel, for advice as to procedure.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
R. A. Heintz Construction Co. and
Rogers Construction, Inc.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Mr. L. I. Lindas

NOTED ON CARD
dc

FQ:fp

(Contract 5902)

Blaine Devers
1825 Oregon Av.- Trustee
Medford Oregon

May 5, 1962

Oregon State Highway Department
Contract Payments Division
Salem Oregon

RE:
Louis John Clave
Bankrupt, B-55756
dba, Clave Construction Co.
Medford Oregon

Sub-Contract claim filed in Bankruptcy, as due from,
R.A. Heintz Construction Co. and Rogers Construction Co.

Dear Sirs:

The Departments attention is respectfully directed to the listed claim filed in Bankruptcy by, Louis John Clave, dba. as the Clave Construction Co.- 2687 Syringa Drive, Medford, Oregon.

Un-liquidated Claim, $ 6,000.00

For monies due as sub-contractor on the, 12th. St. North Ashland Interchange Section, Pacific Highway, Jackson County, Oregon.

Job number, 43-D

You are requested to withold payments due, Heintz and Rogers Construction Cos. and/or the Clave Construction Co., for monies due the Clave Construction Co. for work completed on Job # 43-D, pending Referee C.E. Luckey, United States District Court, Eugene, Oregon, preparing determination of proper distribution.

Heintz and Rogers Construction Cos. have been notified, with copy to the Bonding Company, the American Surety Co., April 10, 1962, that they will be held responsible for any monies due Clave, pending the Referees decision.

We were informed that all local records and job data had been sent to the Heintz and Rogers, Portland office and then turned over to the Bonding Company. To date the Trustee has not been furnished with the required details covering this claim, either by the Contractors or the Bonding Company.

The Trustee appreciates the courteous consideration extended by Mr. Haller, Resident Engineer, and his staff in connection with information relating to the Clave Construction Companys claim of work completed on job, 43-D, Ashland Interchange.

Very truly yours,
Blaine Devers
Blaine Devers Trustee
Clave Bankruptcy.

cc: Hon. C.E. Luckey
Referee in Bankruptcy
United States District Court
Empire Bldg.
Eugene Oregon

Kenneth Denman,
Attorney for Trustee
128 East Main St.
Medford Oregon

Bankrupt File

RECEIVED
MAY - 9 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 10 1962
FOR FILING

May 9, 1962

Blaine Devers
Trustee, Clave Bankruptcy
1825 Oregon Avenue
Medford, Oregon

Dear Sir:

In this morning's mail we received your letter of May 5 concerning bankruptcy of Clave Construction Co. and their claim against R. A. Heintz Construction Co. and Rogers Construction, Inc., in the amount of $6,000 for monies due Clave Construction Co. on State Highway Contract No. 5902 for work on the 12th St.-N. Ashland Interchange Section of the Pacific Highway in Jackson County.

Your letter requests that the State withhold payments due the principal contractor pending determination of the bankruptcy referee for proper distribution of the Clave claim.

As a matter of information, the State is withholding on this contract as of April 10 the sum of $120,416.55 under the terms of the contract. It would not appear necessary to withhold additional funds.

Your letter is being referred to Mr. L. I. Lindas, our Chief Counsel, for determination as to legal procedure.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Mr. L. I. Lindas
Mr. C. H. Maison
Heintz & Rogers

NOTED ON CARD
dc

RECEIVED
[illegible] 1962
FOR FILING

590x

The Fidelity and Casualty Company of New York

160 PINE STREET
SAN FRANCISCO 11, CALIFORNIA
GARFIELD 1-8200

April 27, 1962

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Bond No: S1277832
Obligee: State of Oregon
Principal: R. A. Heintz Construction Company
and Rogers Construction Company, Inc.
a Joint Venture

Gentlemen:

We have your letter of April 16, 1962 enclosing a copy of a notice of claim filed by the State Industrial Accident Commission with your office, which is based on the failure of Louis Clave, a subcontractor of our principal, to pay contributions due to the State Industrial Accident Commission.

We have referred this matter to our principals who, we are sure, will deal with the matter appropriately.

If we can be of any further service to you in connection with this claim, do not hesitate to write us.

Very truly yours,

Thomas C Taylor

Thomas C. Taylor
Examiner

TCT:cg

NOTED
FLOYD QUERY

RECEIVED
APR 30 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 25 1962
FOR FILING

5902

FORM ... 90X ... 8-61 ... 90882

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1962

To: MEMO TO THE FILES

SUBJECT: 12th St.-No. Ashland
Interchange Section
Contract No. 5902

Bid item #10 on this contract calls for loading and placing 80,000 cu. yards of top soil at 50¢ per cu. yard. This top soil material was intended to be placed within the interchange areas for future landscaping and erosion control work. A check of the actual required amounts within the planned areas shows that approximately 40,000 cu. yards will do the job. However, the contractor has stockpiled according to instructions from the Resident Engineer the planned quantities. Furthermore, it is impossible to place all the material that was planned to be placed in the interchange areas due to the existance of the detour roads around the structure sites.

Since awarding the project, it has become increasingly apparent that it is necessary to top soil much of the median area because of the presence of large size sandstone rock materials. Fortunately, the 80,000 cu. yards of top soil produced by the grading contractor on this project will enable us to complete the planned top soil work in the interchange area plus all the top soil work necessary in the median area.

We have contacted the contractor and requested him to place this median area top soil at the excellent bid price of 50¢. He is agreeable to performing this work at that price, provided that we consider favorably his request for a 15-day extension of time. Mr. Chandler will immediately submit the reasons covering the 15-day extension of time requested by the contractor for our study.

In the meantime, we have written up the paving of this project as if the deal had been consummated. This means that instead of some 60,000 cu. yards of top soil to be placed under the paving project, we will place only about 11,100 cu. yards -- the amount necessary to complete the work in the interchange

NOTED
R. L. PORTER

areas that it is impossible for the grading contractor to accomplish.

This information has been passed on to the Office Engineering section for incorporation into upcoming paving projects. I have also talked to Mr. Martin and Mr. Mills of the Bureau of Public Roads and explained the entire situation to them. They feel as we do -- that the deal of getting the top soil under this project at 50¢ a yard is an excellent one and that if at all possible it should be consummated. However, they can, naturally, not give us a blank approval of any extension of time.

FB Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: L. R. Chandler
R. L. Porter. ✓

RECEIVED
APR 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

12th St No. Ashland

5962

Report on Cost of Continuously Reinforced Concrete Pavement with .6% of Steel Reinforcement Based on Cross Sectional Area

The present construction requires a grid composed of ¼" wires spaced at 6" centers for the longitudinal reinforcement and 12" centers for the transverse reinforcement. These mats are 16 feet long and 12 feet wide and tied together at the center by tie bars across the center joint of the 24 foot paved strip. On a 12' wide by 8" deep cross section there would be 24 quarter inch wires with an area of 0.05 sq. in. each or a total of 1.2 sq. in. The total cross sectional area of the concrete slab is 1152 sq. in. The percentage of steel in this case is 0.104%.

The proposed new design includes 5/8" deformed reinforcing bars placed at 6½" centers for the longitudinal reinforcing and 3/8" bars at 24" centers for the transverse reinforcement. In the 12-foot width of pavement there would be 22 bars with a total cross sectional area of 6.82 sq. in. Dividing this by 1152 gives the value of 0.592%.

It was assumed that it would be necessary to have an overlap of 30 diameters or 18" at the end of each 20' grid of steel and the same overlap along the center line of the highway. The steel in the 20' x 12' section would weigh 541 pounds. It was thought that this could be handled from a boom on the car carrying the steel and that a mat 24' wide would be too wide to handle.

The proposed design contains 20.25 pounds of steel per square yard of area. The design presently in use contains 4½ pounds of steel per square yard of area. It is estimated that the per pound cost of steel will be the same in either case while a larger volume of steel is involved in the proposed new design, more extensive equipment is required for fabricating and for handling the mats. The price used in both cases is 13 cents a pound. It was assumed that no payment would be made for sawing the center longitudinal joint since the contractor may elect to construct the highway either 12' at a pass or 24' at a pass. Present provision is that if he pours 12', no center joint is required and if he pours 24' the center joint must be constructed at his expense. The prime difference in cost of the new proposed construction is the additional steel required.

On the 12th Street-North Ashland Section a possible reduction in base of 2" is considered. The saving from this would be approximately 10 cents a square yard and has been deducted from the estimate on the proposed design.

On the 9.45 mile length of the 12th Street North Ashland Section the alternate design would cost $537,000 more than the present design. This is an additional cost of $14,000 per lane mile.

Jack A. Rowland

Jack A. Rowland
Construction Planning Engineer

Dated: March 12, 1962

OREGON STATE HIGHWAY DEPARTMENT

12th Street-North Ashland Section
PCC Paving
Comparative Estimates

ength of actual Paving - 9.45 Miles

Item	Unit	Net	Allow-ance	Quantity	Price (0.104% Steel)	Amount	Price (0.6% Steel)	Amount
8" PCC	Sq. Yd.	266,149	—	266,149	3.30	878,292	3.30	878,292
½" Expansion Joints	Lin.Ft.	288	6	294	1.00	294	1.00	294
Contraction Joints	Lin.Ft.	38,949	779	39,728	.30	11,918		
Dowell Bars	Each	39,237	--	39,237	.46	18,049		
Tie Bars & Bar Reinf.	Lb.	125,255	2,505	127,760	.13	16,609		
Wire Fabric Reinf.	Sq. Yd.	255,169	--	255,169	.58	147,998		
Deformed Bar Reinf.	Sq. Yd.	265,573	--	265,173			2.63	697,405
Bar Reinf.	Lb.	29,165	583	29,748			.13	3,867
Reduction of Base	Sq. Yd.	294,738	583	295,321			.10	- 29,532
Total						$1,073,160		$1,550,326
		+ 12½% Engineering & Cont.				1,207,305		1,744,117

RECEIVED
APR 23 1962
FOR FILING
5902

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

UNITED PACIFIC INSURANCE GROUP

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

April 19, 1962

Oregon State Highway Commission
Salem 10,
Oregon

Mr. Floyd Query, Secretary

Dear Sir:

Our File OB 60-61009
R. A. Heintz Construction
Co. and Rogers Construction
Company, Inc., Principal
State Highway Contract #5902

We acknowledge receipt of and thank you for your letter of April 16, 1962, attaching a copy of a claim filed by the State Industrial Accident Commission for contributions based on payroll of Louis John Clave, reportedly a subcontractor to the prime contractors on the subject job.

We note that a copy of the claim was addressed to the prime contractors and it is our understanding that they are eminently qualified to handle matters for which they may have a liability.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

E R MacDougall

E. R. MacDougall
Claim Department

ERM:ph

RECEIVED
APR 20 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

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APR 17 1962
FOR FILING

[illegible]

5982

D Cook

April 16, 1962

United Pacific Insurance Company and The Fidelity & Casualty
P. O. Box 1216 Company of New York
Tacoma, Washington 80 Maiden Lane
New York 8, New York

Attention: Mr. W. T. Atkins

Gentlemen:

Attached is a copy of a claim in the amount of $1,056.78 which has been filed with the Secretary of State by the State Industrial Accident Commission for contributions based on payroll through October 31, 1961, against Louis John Clave, a subcontractor under R. A. Heintz Construction Company and Rogers Construction, Inc.

This appears to be in connection with State Highway Contract No. 5982 with R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County.

We provide this information as your companies appear as sureties on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

FQ:fkn

NOTED ON CARD
dc

cc: Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 17, Oregon

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland, Oregon

Commissioners

Mr. Forrest Cooper

Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Bldg.
Portland 4, Oregon

1859

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

April 13, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from the State Industrial Accident Commission, Salem 10, Oregon, and filed as of this date, a notice of claim for contributions in the sum of $1,056.78 based on payroll through October 31, 1961, as determined by a payroll audit, against the bond taken from United Pacific Insurance Company and Fidelity and Casualty Company of New York, because of the failure of Louis John Clave, a subcontractor under R. A. Heintz Construction Company and Rogers Construction, Inc., to pay the contributions due under State Highway Contract Number 5902, covering grading and structures on 12th Street-North Ashland Interchange Section of the Pacific Highway south of Medford, in Jackson County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo C Stephens
Public Records Section

GS:FK
Enc.

Clr
please handle
FQ

RECEIVED
APR 16 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

FORM 09

RECEIVED
APR 13 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

COPY

H. E. Osborn

April 12, 1962

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 101083-A - Louis John Clave

Gentlemen:

Pursuant to ORS 279.526 and ORS 279.528, notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,395.78 based on payroll through October 31, 1961, as determined by a payroll audit, against the bond taken from United Pacific Insurance Company and Fidelity and Casualty Company of New York, because of the failure of Louis John Clave, a subcontractor under R.A. Heintz Construction Company and Rogers Construction, Inc., to pay the contributions due under State Highway Contract Number 5902, covering grading and structures on 12th Street—North Ashland Interchange Section of the Pacific Highway south of Medford in Jackson County, Oregon.

Very truly yours,

H. E. Osborn, Assistant Commissioner
State Industrial Accident Commission

HEO:R:pb
cc: Mr. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

United Pacific Insurance Company
c/o Mansfield and Company
1975 S. W. 5th Avenue
Portland, Oregon

Fidelity and Casualty Company of New York
c/o Pallett, Fisher, and Carlo, Inc.
1001 U.S. National Bank Building
Portland 4, Oregon

R.A. Heintz Construction Company and
Rogers Construction, Inc.
211 N. E. Columbia Boulevard
Portland 11, Oregon

RECEIVED
APR 13 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
APR 13 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

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FOR FILING
5902

D Cook

April 16, 1962

Mr. H. E. Osborn
Assistant Commissioner
State Industrial Accident Commission
Labor and Industries Building
Salem 10, Oregon

Dear Sir:

This is to acknowledge receipt of your notice of claim in the amount of $1,056.78 for contributions based on payroll through October 31, 1961, against Louis John Clave, a subcontractor under R. A. Heintz Construction Company and Rogers Construction, Inc.

This is in reference to State Highway Contract No. 5902 with R. A. Heintz Construction Company and Rogers Construction, Inc., for grading and structures on the 12th Street-North Ashland Interchange Section on the Pacific Highway in Jackson County.

The Secretary of State has informed us that this claim was filed in his office on April 13, 1962. This information has been noted in our records and we will advise the surety and the contractor of your filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

NOTED ON CARD
dc

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION H. E. Osborn

April 12, 1962

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 181083-A - Louis John Clave

Gentlemen:

Pursuant to ORS 279.526 and ORS 279.528, notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,056.78 based on payroll through October 31, 1961, as determined by a payroll audit, against the bond taken from United Pacific Insurance Company and Fidelity and Casualty Company of New York, because of the failure of Louis John Clave, a subcontractor under R.A. Heintz Construction Company and Rogers Construction, Inc., to pay the contributions due under State Highway Contract Number 5902, covering grading and structures on 12th Street--North Ashland Interchange Section of the Pacific Highway south of Medford in Jackson County, Oregon.

Very truly yours,

HEOsborn

H. E. Osborn, Assistant Commissioner
State Industrial Accident Commission

HEO:R:pb
cc: Mr. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

United Pacific Insurance Company
c/o Mansfield and Company
1975 S. W. 5th Avenue
Portland, Oregon

Fidelity and Casualty Company of New York
c/o Pallett, Fisher, and Carlo, Inc.
1001 U.S. National Bank Building
Portland 4, Oregon

R.A. Heintz Construction Company and
Rogers Construction, Inc.
211 N. E. Columbia Boulevard
Portland 11, Oregon

Ccc please handle 16

NOTED
C. W. HEAD

REFERRED TO [illegible]
C. J. MAISON Auditor

RECEIVED
MAR 16 1962

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

5902

TO : Mr. Forrest L. Cooper, State Highway Engineer
Salem, Oregon

DATE: March 14, 1962

Copies
TO Morgan & Young
FOR 3-16-62
R. L. PORTER

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Proposed Roadside Improvement Project
Seven Oaks-Jackson St. and 12th St.-North Ashland Sections
Pacific Highway

Your office has verbally inquired as to whether Federal funds will be approved for participation in the cost of installing irrigation systems at Crater Lake Highway and Barnett Road Interchanges of the proposed subject project.

Please be advised that, due to the extremely warm and dry weather normally prevailing in this area from late spring until early fall, this office will approve Federal funds for participation in the cost of the proposed irrigation systems.

For informational purposes in connection with roadside improvement projects, we will appreciate your furnishing us the following data:

(1) Total cost to date of Interstate projects completed and contract value of projects currently under construction less the cost of right-of-way and structures connected therewith.

(2) Total cost to date of completed roadside improvement projects and the contract value of such projects currently under construction.

RECEI
MAR
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 1962
FOR FILING

5902

March 2, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 17 covering the construction of a bench in the cut slope on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

The cut in the vicinity of Stations 1076+40 to 1081+50 is in a mixture of sand stone and conglomerate. In order to prevent material falling on the highway it is necessary to bench the slope.

It is proposed to construct the bench 30 feet wide and approximately 70 feet above the highway to catch the material which is now raveling.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
FEB 21 1962
FOR FILING

5902

February 20, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 15 covering the installation of protective guardrail on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

The cutbank on the approach road is near the Falez garage. The installation of 37½' of guardrail, Station "A" 10+50, on top of the bank is necessary to alleviate the hazard of running over it when backing out of the garage.

This work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
5 1962
FOR FILE

FORM CD-121
(10-22-59)

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5963

DATE: February 13, 1962

Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Oregon Project I-5-1(30)18
12th St.-N. Ashland Sectinn, Pacific Highway

Reference is to Mr. Harra's letter of January 30, 1962 requesting our approval of a modification of the specified maximum abrasion loss of 35 percent to a maximum loss of 70 percent for riprap material on the subject project.

The only materials suitable for riprap, within a reasonable distance of the project, are of sandstone composition. The maximum loss of this material, represented by several samples, when subjected to the sodium sulphate test is 15.7 percent, which indicates adequate resistance to weathering for the use intended.

Approval of your request is hereby granted provided you effect an agreement with the contractor for a reasonable reduction in the cost of riprap materials furnished to the project.

Morgan
Harvey
FEB 15 1962

NOTED
R. L. PORTER

RECEIVED
JAN 25 1962
FOR FILES

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 23, 1962

Mr. C.G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: 12th St.-N. Ashland Interchange
Pacific Highway
I-5-1(30)18

Dear Sir:

Results of L.A. abrasion tests on material for rip-rap on subject project show a considerable variation in per cent loss, with most of these being well in excess of the 35 per cent maximum specified. This material is a sandstone and should not be expected to pass the same abrasion specification as for surfacing aggregates. The material, by visual examination, seems to be sound and the sand grains well cemented together. This observation is substantiated by a sodium sulfate test of 15.7 per cent. This would indicate sufficient resistance to weathering for the use intended.

Considerable economic advantage is to be gained by the use of this material. Because of this and, as well, because of the recognized high per cent loss to be expected in testing sandstone, I suggest that the specified abrasion maximum loss be raised to 70 per cent for rip-rap material on this project.

Very truly yours,

G W Harra

G. W. HARRA
Engineer of Materials

GWH:vm

c.c. Tom Edwards
F.D. Morgan
L.R. Chandler

NOTED
TOM EDWARDS

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5902

December 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering directional signing on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This is an anticipated item of the contract and has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

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November 20, 1961

R. A. Heintz Construction Co. &
Rodgers Construction, Inc.
P.O. Box 368
Phoenix, Oregon

Attention: Mr. John Seville

Gentlemen:

You are aware that the blasting done in the vicinity of the Manor has caused damage and I call this officially to your attention so that at the proper time proper repairs can be made.

Our General Contractor, Donald M. Drake Company, Portland has advised of the fact that their surveys (in addition to our own) indicate that yourwork has caused cracks in the Manor plaster work for which they refuse to be responsible under their one-year guarantee against defects in materials or workmanship.

I would suggest that you contact them and us advising that this work will be repaired. Thank you.

Very truly yours,

ROGUE VALLEY MANOR

Walter M. Higgins
Administrator

WMH:vh

cc: Mr. George Flanagan
Mr. Arthur Herrington
✓State Highway Commission

[illegible]

COPY

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OFFICE OF
STATE HIGHWAY ENGINEER

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November 22, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 10 covering patching detour roads on the 12th St.-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

Due to the strike of the hoisting engineers and operators during the summer it was not possible to place the O-11 oil mat on detour roads. In order to provide for traffic during the winter, it will be necessary to do patching on the surfacing in place.

This work has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

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UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 16, 1961

C. G. Polk

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project I-5-1(30)18
12th St.-North Ashland Interchange
Relinquishment of Rearranged Local Roads

Please refer to Mr. R. L. Porter's letter dated September 13, 1961, requesting our approval of the relinquishment of relocated Ashland Lane from State jurisdiction to Jackson County for maintenance and jurisdiction. Since receiving Mr. Porter's letter our Washington office has forwarded Instructional Memorandum 21-5-61, dated October 30, 1961, entitled "Relinquishment of Rearranged Local Roads, Frontage Roads and Superseded Sections of State Highways to Local Authorities". Under separate cover, seven copies of this memorandum were forwarded to your office. Based on these new instructions we concur in the relinquishment of Ashland Lane to Jackson County.

The new memorandum provides more complete information concerning various situations that may be encountered by State Highway Departments. It is required that all proposed relinquishments be handled in the manner prescribed by IM 21-5-61.

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October 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your information are copies of Order for Extra Work No. 3 covering a cattle crossing and cistern on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

This work is necessary to fulfill a right of way obligation, File 29361. Recommendation for approval has been denied by the BPR Area Engineer as a construction item. The copies are submitted for consideration as an item of right of way acquisition.

Additional work, at contract prices, will be done under Price Agreement No. 8.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Inc.

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UNITED STATES VERNMENT

Memorandum

U.S. D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St., N.E.
Salem, Oregon

DATE: September 11, 1961

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin
Acting Division Engineer

SUBJECT: Relinquishment of Frontage Roads to Local Authority

Please refer to the attached copy of a letter from Mr. L. H. Young, Assistant Construction Engineer to Mr. F. D. Morgan, Division Engineer at Roseburg. The letter indicates that Jackson County will assume "maintenance and jurisdiction over" Ashland Lane and that a local property owner, Mr. Le Manquais, must negotiate with the county concerning use of a well that is located within the frontage road right-of-way. It is our understanding that title to the frontage road property may remain in the name of the State. Under these circumstances we would not approve use of the well by Mr. Le Manquais. The right-of-way settlement included an allowance for acquisition of the well.

If the State desires to pass title to the frontage road property to Jackson County it will be necessary that you follow the procedures outlined in the attached Circular Memorandum, dated December 2, 1958, entitled "Relinquishment of Frontage Roads to Local Authority".

A reply is requested concerning the action you contemplate concerning this frontage road.

Attachments

Young
Porter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1961

SUBJECT: R/W File 31133 - Le Manquais
12th St.-N. Ashland Section
Pacific Highway
Contract No. 5902

To
Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

We return herewith the correspondence from Mr. Le Manquais concerning the well on property purchased from him at the North Ashland Interchange. The agreement with Jackson County, signed January 2, 1959, provides that Jackson County assume "maintenance of and jurisdiction over" the frontage road involved. Therefore, the State will have no jurisdiction over the road after completion of the construction.

Please inform Mr. Le Manquais that any agreement to use the well in question will have to be made with Jackson County and not with the State.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

CHB:fp

Enc.

cc C. [illegible] ✓

Jackson County Court
County Courthouse
Medford, Oregon

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Washington 25, D. C.

December 2, 1958

CIRCULAR MEMORANDUM TO: Regional and Division Engineers

FROM: G. M. Williams, Assistant Commissioner for Engineering
22-CO

SUBJECT: Relinquishment of Frontage Roads to Local Authority

There has been a request for an explanation of the position of the Bureau of Public Roads as to the necessity under Section 1.11(c) of the Bureau's regulations and Section 6 of PPM 21-4.1 of obtaining the consent of either the State or the Bureau for vacation or abandonment of roads such as rearranged local roads or frontage roads. These roads may be required in conjunction with Federal-aid highway projects and paid for in part with Federal-aid funds but upon completion of the construction will become a part of the local road system rather than part of the through traffic facility constituting the Federal-aid highway.

The situations that can and will be encountered in construction of Federal-aid highways with participation of Federal-aid cannot all be covered in detail. Accordingly, general principles for two major conditions are given with expectation these will be applied to best fit Federal and State interests of individual projects.

There must first be a positive determination that any local road, including frontage roads to be improved with Federal-aid participation, in conjunction with an overriding Federal-aid project for improvement of a Federal-aid highway, is or is not a designated and approved portion of a Federal-aid highway system.

If the determination is affirmative, the State is responsible for the continued service and maintenance of each such improvement completed with Federal-aid fund participation and accepted by the Bureau. Such responsibility remains until and if the route or portion of the route is officially removed from the Federal-aid highway system. So long as the improvement remains a part of the Federal-aid system, the State may fulfill its responsibility either directly or through an arrangement with another agency, and may transfer the rights-of-way and construction performed thereon to another agency if such transfer is approved by the Federal Highway Administrator. Further construction or reconstruction of the Federal-aid route or of individual Federal-aid projects thereon may be proposed and undertaken in the regular manner.

If the determination is negative, but the off-system improvement is found to be necessary to achieve the objective of improvement of the

(more)

associated Federal-aid highway and a specific project or projects thereon, the State will not be held responsible for the continued service and maintenance of that portion of the overall improvement which is not designated and approved as being a part of a Federal-aid highway system. While there can be Federal-aid participation in initial costs for work (P.E., R.O.W., or Construction) on highways not part of a Federal-aid highway system, there cannot be additional Federal-aid participation in future construction or reconstruction thereon unless the underlying reason for such future work is caused by future improvement of the associated Federal-aid highway. The State has the option to either assume the responsibility for future service and maintenance and reconstruction of the "off-the-Federal-aid-system-highway" or to transfer the responsibility to some other agency. In instances where a State wishes to transfer the right-of-way for such "off-system-highways" to some other agency they must make such request to the Bureau. It must be shown that the transfer of the right-of-way does not adversely affect the integrity of the associated Federal-aid highway project or of others previously constructed. The facts pertinent to each such situation are to be carefully documented. It will be necessary to show the limits of the Federal-aid highway system right-of-way to establish the portion of the work for which maintenance responsibility remains with the State. Study of layouts of conditions at even very simple situations of frontage roads adjacent to the right-of-way acquired and retained for the Federal-aid highway indicates there will be many difficult determinations to be resolved. The State's request for the transfer of right-of-way to some other agency, along with the division engineer's and your recommendation for approval or disapproval, must be submitted to the Washington office for action. It is desirable that this be done before approval is given to the overriding Federal-aid highway project.

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July 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County, Contract No. 5902, in connection with Federal Aid Project No. I-5-1(30)18.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

Enc.

FORM CD-121

UNITED STATES VERNMENT

Memorandum

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U.S. D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 24, 1961

I-5-1

5902

Polk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Proposed Project Agreement

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

I-5-1(30)18 US 99, Medford to North Ashland

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

Monthly Transaction No. 8-22	For 1-2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	tate **Oregon**
		County **Jackson**
Project Report No. 7	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **I-5-1(30)18**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99, Medford to North Ashland
(12th St.-North Ashland Section)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3-20-61	9.6
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 2,749,088	Federal funds $ 2,528,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________
State Highway Engineer
(title)

By ______________________

(title)

By ______________________

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: C C Pike
C. C. Pike
Acting Administrative Manager

Date executed by
Division Engineer **August 4, 1961**

USComm-DC 40257

August 1, 1961

Mr. C. C. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the 12th Street-North Ashland Interchange Section, Project No. I-5-1(30)18.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

June 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the 12th Street-North Ashland Interchange Section, Project No. I-5-1(30)18.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid
Oregon State Highway Department Project No. I-5-1(30)18

12TH STREET-NORTH ASHLAND INTERCHANGE SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1961

Type Code 0010
Roadway (Sta. 824+35.50 to Sta. 1332+25)(Contract 5902)

Clearing and Grubbing	All	Required	$	$ 94,000.00
Drainage Excavation, Unclassified	15,600	cu.yd.	2.50	39,000.00
Toe Trench Excavation, Unclassified	20,400	cu.yd.	0.50	10,200.00
Embankment Foundation Excavation, Unclassified	7,700	cu.yd.	0.30	2,310.00
Special Borrow Excavation, Unclassified	346,000	cu.yd.	0.30	103,800.00
General Excavation, Unclassified	1,688,000	Cu.yd.	0.60	1,012,800.00
Extra for Selected Subgrade Materials	357,900	cu.yd.	0.10	35,790.00
Short Overhaul	6,400,000	yd.sta.	0.005	32,000.00
Long Overhaul	393,000	C-yd.sta.	0.30	117,900.00
Loading and Placing Topsoil	80,000	cu.yd.	0.50	40,000.00
Finishing Roadbed and Slopes	All	Required		12,000.00
Rounding Cutbanks	8,900	lin.ft.	0.15	1,335.00
15-inch Corrugated Metal Pipe	340	lin.ft.	3.60	1,224.00
18-inch Corrugated Metal Pipe	460	lin.ft.	4.20	1,932.00
24-inch Corrugated Metal Pipe	220	lin.ft.	6.60	1,452.00
36-inch Corrugated Metal Pipe	240	lin.ft.	13.30	3,192.00
48-inch Corrugated Metal Pipe	210	lin.ft.	23.00	4,830.00
72-inch Corrugated Metal Pipe	300	lin.ft.	40.00	12,000.00
12-inch Concrete Pipe	1,600	lin.ft.	1.90	3,040.00
15-inch Concrete Pipe	3,000	lin.ft.	3.15	9,450.00
18-inch Concrete Pipe	5,530	lin.ft.	3.70	20,461.00
24-inch Concrete Pipe	960	lin.ft.	5.00	4,800.00
36-inch Concrete Pipe	1,300	lin.ft.	9.00	11,700.00
48-inch Concrete Pipe	700	lin.ft.	18.00	12,600.00
Extra for Pipe Under Pavement	70	lin.ft.	5.00	350.00
12-inch Culvert End Section	2	only	32.00	64.00
15-inch Culvert End Section	66	only	36.00	2,376.00
18-inch Culvert End Section	68	only	42.00	2,856.00
24-inch Culvert End Section	10	only	60.00	600.00
36-inch Culvert End Section	10	only	150.00	1,500.00
48-inch Culvert End Section	8	only	240.00	1,920.00
18-inch Concrete Siphon Pipe	100	lin.ft.	5.00	500.00
24-inch Concrete Siphon Pipe	300	lin.ft.	10.00	3,000.00
36-inch Concrete Siphon Pipe	320	lin.ft.	20.00	6,400.00
Concrete End Basins	20	cu.yd.	80.00	1,600.00
6-inch Perforated Rigid-Type Drain Pipe	600	lin.ft.	1.00	600.00
8-inch Perforated Rigid-Type Drain Pipe	3,100	lin.ft.	1.30	4,030.00

8-inch Perforated Metal Drain Pipe	420	lin.ft.	$1.50	$ 630.00
Special Backfill in Drains	670	cu.yd.	5.00	3,350.00
15-inch Sewer Pipe	560	lin.ft.	2.70	1,512.00
24-inch Sewer Pipe	310	lin.ft.	5.20	1,612.00
Concrete Inlets, Type "G"	6	only	80.00	480.00
Concrete Inlets, Type "D"	1	only	80.00	80.00
18-inch Metal Tide Gate	1	only	90.00	90.00
Concrete Spring Box	1	only	300.00	300.00
Class "A" Concrete in Box Culverts	215	cu.yd.	53.00	11,395.00
Metal Reinforcement in Box Culverts	31,500	lb.	0.13	4,095.00
Type 2 Fence	5,700	rod	5.50	31,350.00
Salvage Metal Gates	2	only	25.00	50.00
Type 2 Barricade	900	lin.ft.	4.25	3,825.00
Loose Riprap	64,000	cu.yd.	2.00	128,000.00
Coarse Crushed Material in Base	22,800	ton	2.60	59,280.00
3/4" - 0 Material in Base	4,700	ton	2.60	12,220.00
Sprinkling	5,400	M-gal.	1.50	8,100.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	180	cu.yd.	5.00	900.00
Furnishing and Placing Aggregates	930	cu.yd.	5.00	4,650.00
RC-3 Asphalt	30	ton	53.00	1,590.00
120-150 Asphalt	70	ton	53.00	3,710.00
RS-1 Asphalt	20	ton	53.00	1,060.00

Retaining Walls

Shoring, Cribbing, etc.	All	Required		1,000.00
Structural Excavation	70	cu.yd.	6.00	420.00
Structural Excavation Below Elevation Shown	10	cu.yd.	6.00	60.00
Class "A" Concrete for Walls	69	cu.yd.	50.00	3,450.00
Metal Reinforcement for Walls	7,500	lb.	0.14	1,050.00
				$1,899,871.00
Flagging (57½% of Contractor's Costs)	All	Required		2,500.00
Signing (Temporary)	All	Required		1,500.00
Seeding and Mulching	All	Required		12,640.00
				$ 16,640.00

Utilities

Work by City of Medford	All	Required		$ 52,600.00
Work by Pacific Tel. & Tel. Co.	All	Required		14,300.00
Work by Calif. Oregon Power Co.	All	Required		7,300.00
				$ 74,200.00
	Subtotal			$1,990,711.00
	10% Engr. & Cont.			199,071.00
	Total			$2,189,782.00

Type Code X028
Box Culvert (Sta. 848+07.78 to Sta. 848+32.22) (Contract 5902)

Class "A" Concrete	290 cu.yd.	$53.00	$ 15,370.00
Metal Reinforcement	41,500 lb.	0.13	5,395.00
			$ 20,765.00

Type Code X028
Box Culvert (Sta. 1271+14.38 to Sta. 1271+35.62) (Contract 5902)

Class "A" Concrete	295 cu.yd.	$53.00	$ 15,635.00
Metal Reinforcement	42,000 lb.	0.13	5,460.00
			$ 21,095.00

Type Code X081
Bear Creek Bridge (Br. #8890)(Sta. 1101+08.08 to Sta. 1103+91.92)(Contract 5902)

Shoring, Cribbing, etc.	All Required (30%)		$ 6,180.00
Structural Excavation	440 cu.yd.	4.00	1,760.00
Structural Excavation Below Elevation Shown	40 cu.yd.	10.00	400.00
Furnish 10" BP 42# Steel Piling	340 lin.ft.	6.00	2,040.00
Drive Steel Piles	16 only	75.00	1,200.00
Splice Steel Piles	4 only	30.00	120.00
Class "A" Concrete (1,020 cu.yd.)	All Required (50%)		66,300.00
Metal Reinforcement (171,500 lb.)	All Required (50%)		22,500.00
Type III Prestressed Beams 55'-60'	40 only	900.00	36,000.00
Metal Parapet Rail	1,132 lin.ft.	5.00	5,660.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	440.00
			$142,600.00

Type Code X081
Bear Creek Bridge (Br. #8891)(Sta. 1135+08.08 to Sta. 1137+91.92)(Contract 5902)

Shoring, Cribbing, Etc.	All Required (30%)		$ 6,180.00
Structural Excavation	440 cu.yd.	$4.00	1,760.00
Structural Excavation Below Elevation Shown	40 cu.yd.	10.00	400.00
Furnish 10" BP 42# Steel Piling	320 lin.ft.	6.00	1,920.00
Drive Steel Piles	16 only	75.00	1,200.00
Splice Steel Piles	4 only	30.00	120.00
Class "A" Concrete (1,020 cu.yd.)	All Required (50%)		66,300.00
Metal Reinforcement (171,500 lb.)	All Required (50%)		22,500.00
Type III Prestressed Beams 55' to 60'	40 only	900.00	36,000.00
Metal Parapet Rail	1,132 lin.ft.	5.00	5,660.00
8-inch Metal Drain Pipe	65 lin.ft.	4.00	260.00
			$142,300.00

Type Code X021
Bear Creek Bridge (Br. #8677)(Sta. 887+63 to Sta. 890+90)(Contract 5902)

Shoring, Cribbing, etc.	All Required (40%)		$ 8,240.00
Structural Excavation	695 cu.yd.	$4.00	2,780.00
Structural Excavation Below Elevation Shown	65 cu.yd.	10.00	650.00

Furnish 10" BP 42# Steel Piling	120 lin.ft.	6.00	$ 720.00
Drive Steel Piles	4 only	75.00	300.00
Splice Steel Piles	2 only	30.00	60.00
Class "A" Concrete (1,665 cu.yd.)	All Required		110,000.00
Metal Reinforcement (401,300 lb.)	All Required		52,000.00
Metal Parapet Rail	1,274 lin.ft.	5.00	6,370.00
8-inch Metal Drain Pipe	145 lin.ft.	4.00	580.00
			$181,700.00
	Subtotal		$508,460.00
	10% Engr. & Cont.		50,846.00
	Total		$559,306.00

Length of Roadway - - - - - - - 9.243 Miles
Length of Roadway - - - - - - - 0.199 Mile (No Work)
Length of 5 Structures- - - - 0.178 Mile
Length of 6 Structures- - - - 0.000 Mile (Exceptions)
Total Length - - - - - - - 9.620 Miles
Cost of Roadway Per Mile- - - $236,912.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,189,782.00	$2,014,000.00	$175,782.00
Structures	559,306.00	514,000.00	45,306.00
	$2,749,088.00	$2,528,000.00	$221,088.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

12TH STREET-N. ASHLAND INTERCHANGE SECTION

PROJECT I-5-1(30)18

Estimated cost of work by the City of Medford

12TH STREET CROSSING

Excavation & Class "B" Backfill	865 lin.ft.	$ 2.00	$ 1,730.00
Furnish & Install 6" Tyton Joint Cast Iron Pipe	585 lin.ft.	3.25	1,901.25
Furnish & Install 2" Tyton Joint Cast Iron Pipe	280 lin.ft.	1.50	420.00
Furnish & Install Cast Iron Fittings, Mechanical Joint	260 lb.	0.45	117.00
Remove & Replace 5" Fire Hydrant	1 only	305.00	305.00
Furnish & Install 6" Gate Valve	1 only	89.50	89.50
Install 6" Plug	1 only	50.00	50.00
Install 3/4" Tap	8 only	55.00	440.00
Install 3/4" Service Line	100 lin.ft.	1.00	100.00
Cut, Remove & Replace Paving	635 lin.ft.	2.00	1,270.00
			$ 6,422.75

EARHART STREET

Excavation & Backfill	250 cu.yd.	$ 2.75	$ 687.50
Trench Excavation	450 lin.ft.	0.35	157.50
Furnish and Install Concrete	40 cu.yd.	30.00	1,200.00
Furnish & Install Multi-Plate Arch	225 lin.ft.	18.00	4,050.00
			$ 6,095.00

BARNETT ROAD INTERCHANGE

Trench Excavation & Class "D" Backfill	1,505 ft.	$ 3.40	$ 5,117.00
Furnish & Install 18" Concrete Cylinder Pipe & Fittings	1,505 ft.	14.00	21,070.00
Furnish & Install 48" Casing	230 ft.	24.00	5,520.00
Connect to 16" Steel Main	2 only	1,300.00	2,600.00
Remove & Replace Fire Hydrants	1 only	325.00	325.00
Install 3/4" Service Taps	2 only	90.00	180.00
Install 3/4" Service Line	100 ft.	1.00	100.00
			$34,912.00

FAYETTE SANITARY SEWER

Excavation	240 cu.yd.	$ 2.50	$ 600.00
Cut & Replace Pavement	35 sq.yd.	7.00	245.00
Pipe Bedding	368 lin.ft.	0.30	110.40
Construct Manholes	3 only	200.00	600.00
Furnish & Place Wyes & Tees	5 only	7.00	35.00
Furnish & Place 4" Pipe Connects.	60 only	1.50	90.00
Gravel Backfill	55 cu.yd.	3.00	165.00
Furnish & Place 8" Pipe	368 lin.ft.	1.70	625.60
			$ 2,471.00

EARHART STORM SEWER

Excavation	275 cu.yd.	$ 2.00	$ 550.00
Pipe Bedding	228 lin.ft.	0.40	91.20
Construct Manhole	1 only	200.00	200.00
Furnish & Place 30" Sc. Culvert Pipe	228 lin.ft.	8.50	1,938.00
			$ 2,779.20
	Total		$52,679.95
	Use		$52,600.00

Estimated cost of work by the Pacific Telephone Northwest

COAXIAL CABLE AT STA. "A" 22+50

Labor	$ 1,467.00
Material.	7,293.00
ROW	500.00
Equipment	272.00
Overhead.	490.00
Work by Contract.	2,500.00
	$12,522.00

GLENWOOD DRIVE STA. 977+40

Labor	$ 36.00
Materials	7.00
Equipment	9.00
	$ 52.00

FERN VALLEY ROAD STA. 1034+00

Labor	$ 110.00
Material.	61.00
Equipment	23.00
	$ 194.00

CARRIAGE LANE AND BEAR CREEK STA. 1109+40

Labor	$ 365.00
Material.	305.00
Equipment	77.00
	$ 747.00

PLEASANT VALLEY ROAD STA. 1196+00

Labor	$ 20.00
Equipment	5.00
	$ 25.00

BARNETT ROAD STA. 867+00

Labor	$ 82.00
Material.	40.00
Equipment	16.00
	$ 138.00

ELLENDALE DRIVE STA. 971+00

Labor		$ 80.00
Equipment		20.00
		$ 100.00

VALLEY VIEW STA. "D" 1312+50 and "L" 1317+50

Labor		$ 260.00
Material		200.00
Equipment		63.00
Salvage Credit	Credit	51.00
		$ 472.00

VALLEY VIEW STA. "A" 12+00

Labor		$ 76.00
Material		34.00
Equipment		20.00
		$ 130.00

Total	$14,380.00
Use	$14,300.00

Estimated cost of work by the California Oregon Power Company

BARNETT ROAD

Material		$ 263.00
Labor		215.00
Equipment		30.00
Salvage Credit	Credit	105.00
		$ 403.00

FERN VALLEY AND VALLEY VIEW

Material		$1,264.00
Labor		1,295.00
Equipment		175.00
Salvage Credit	Credit	376.00
		$2,358.00

NORTH ASHLAND INTERCHANGE

Material		$1,415.00
Labor		1,094.00
Equipment		195.00
Salvage Credit	Credit	720.00
		$1,984.00

PAYNE ROAD AND SUNCREST ROAD

Material		$1,300.00
Labor		1,332.00
Equipment		274.00
Salvage Credit	Credit	308.00
		$2,598.00

Total	$7,343.00
Use	$7,300.00

Oregon State Highway Department

Federal Aid
Project No. I-5-1(30)18

12TH STREET-NORTH ASHLAND INTERCHANGE SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Not as a basis for project agreement.)

Salem, Oregon, March 15, 1961

Type Code 0010
Roadway (Sta. 824+35.50 to Sta. 1332+25)

Clearing and Grubbing	All	Required	$	$ 48,000.00
Drainage Excavation, Unclassified	15,600	cu.yd.	2.50	39,000.00
Toe Trench Excavation, Unclassified	20,400	cu.yd.	0.50	10,200.00
Embankment Foundation Excavation, Unclassified	7,700	cu.yd.	1.00	7,700.00
Special Borrow Excavation, Unclassified	346,000	cu.yd.	0.60	207,600.00
General Excavation, Unclassified	1,688,000	Cu.yd.	0.58	979,040.00
Extra for Selected Subgrade Materials	357,900	cu.yd.	0.15	53,685.00
Short Overhaul	6,400,000	yd.sta.	0.0075	48,000.00
Long Overhaul	393,000	C-yd.sta.	0.30	117,900.00
Loading and Placing Topsoil	80,000	cu.yd.	1.00	80,000.00
Finishing Roadbed and Slopes	All	Required		15,000.00
Rounding Cutbanks	8,900	lin.ft.	0.15	1,335.00
15-inch Corrugated Metal Pipe	340	lin.ft.	4.25	1,445.00
18-inch Corrugated Metal Pipe	460	lin.ft.	5.00	2,300.00
24-inch Corrugated Metal Pipe	220	lin.ft.	7.50	1,650.00
36-inch Corrugated Metal Pipe	240	lin.ft.	14.50	3,480.00
48-inch Corrugated Metal Pipe	210	lin.ft.	25.00	5,250.00
72-inch Corrugated Metal Pipe	300	lin.ft.	41.00	12,300.00
12-inch Concrete Pipe	1,600	lin.ft.	2.25	3,600.00
15-inch Concrete Pipe	3,000	lin.ft.	3.25	9,750.00
18-inch Concrete Pipe	5,530	lin.ft.	4.00	22,120.00
24-inch Concrete Pipe	960	lin.ft.	5.00	4,800.00
36-inch Concrete Pipe	1,300	lin.ft.	9.00	11,700.00
48-inch Concrete Pipe	700	lin.ft.	15.00	10,500.00
Extra for Pipe Under Pavement	70	lin.ft.	3.00	210.00
12-inch Culvert End Section	2	only	30.00	60.00
15-inch Culvert End Section	66	only	35.00	2,310.00
18-inch Culvert End Section	68	only	40.00	2,720.00
24-inch Culvert End Section	10	only	55.00	550.00
36-inch Culvert End Section	10	only	135.00	1,350.00
48-inch Culvert End Section	8	only	250.00	2,000.00
18-inch Concrete Siphon Pipe	100	lin.ft.	6.00	600.00
24-inch Concrete Siphon Pipe	300	lin.ft.	7.50	2,250.00
36-inch Concrete Siphon Pipe	320	lin.ft.	11.50	3,680.00
Concrete End Basins	20	cu.yd.	50.00	1,000.00
6-inch Perforated Rigid-Type Drain Pipe	600	lin.ft.	2.00	1,200.00

8-inch Perforated Rigid-Type Drain Pipe	3,100	lin.ft.	$2.50	$ 7,750.00
8-inch Perforated Metal Drain Pipe	420	lin.ft.	2.50	1,050.00
Special Backfill in Drains	670	cu.yd.	6.00	4,020.00
15-inch Sewer Pipe	560	lin.ft.	3.25	1,820.00
24-inch Sewer Pipe	310	lin.ft.	5.25	1,627.50
Concrete Inlets, Type "C"	6	only	90.00	540.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
18-inch Metal Tide Gate	1	only	125.00	125.00
Concrete Spring Box	1	only	100.00	100.00
Class "A" Concrete in Box Culverts	215	cu.yd.	47.50	10,212.50
Metal Reinforcement in Box Culverts	31,500	lb.	0.14	4,410.00
Type 2 Fence	5,700	rod	6.25	35,625.00
Salvage Metal Gates	2	only	25.00	50.00
Type 2 Barricade	900	lin.ft.	4.50	4,050.00
Loose Riprap	64,000	cu.yd.	2.50	160,000.00
Course Crushed Material in Base	22,800	ton	1.25	28,500.00
3/4" - 0 Material in Base	4,700	ton	1.35	6,345.00
Sprinkling	5,400	M-gal.	2.50	13,500.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	180	cu.yd.	3.75	675.00
Furnishing and Placing Aggregates	930	cu.yd.	3.75	3,487.50
RC-3 Asphalt	30	ton	50.00	1,500.00
120-150 Asphalt	70	ton	48.00	3,360.00
RS-1 Asphalt	20	ton	50.00	1,000.00
Retaining Walls				
Shoring, Cribbing, etc.	All	Required		500.00
Structural Excavation	70	cu.yd.	6.00	420.00
Structural Excavation Below Elevation Shown	10	cu.yd.	10.00	100.00
Class "A" Concrete for Walls	69	cu.yd.	60.00	4,140.00
Metal Reinforcement for Walls	7,500	lb.	0.14	1,050.00
				$2,011,342.50
Flagging (57½% of Contractor's Costs)	All	Required		$ 2,500.00
Signing (Temporary)	All	Required		1,500.00
Seeding and Mulching	All	Required		12,640.00
				$ 16,640.00
Utilities				
Work by City of Medford	All	Required		$ 55,000.00
Work by Pacific Tel. & Tel. Co.	All	Required		45,000.00
Work by Calif.-Oregon Power Co.	All	Required		5,500.00
				$ 105,500.00

Subtotal	$2,133,482.50
10% Engr. & Cont.	213,347.50
Total	$2,346,830.00

Type Code X028
Box Culvert (Sta. 848+07.78 to Sta. 848+32.22)

Class "A" Concrete	290	cu.yd.	$47.50	$ 13,775.00
Metal Reinforcement	41,500	lb.	0.14	5,810.00
				$ 19,585.00

Type Code X028
Box Culvert (Sta. 1271+14.38 to Sta. 1271+35.62)

Class "A" Concrete	295	cu.yd.	$47.50	$ 14,012.50
Metal Reinforcement	42,000	lb.	0.14	5,880.00
				$ 19,892.50

Type Code X021
Bear Creek Bridge (Br. #8890)(Sta. 1101+08.08 to Sta. 1103+91.92)

Shoring, Cribbing, etc.	All	Required (30%)		$ 7,500.00
Structural Excavation	440	cu.yd.	$5.00	2,200.00
Structural Excavation Below Elevation Shown	40	cu.yd.	10.00	400.00
Furnish 10" BP 42# Steel Piling	340	lin.ft.	5.00	1,700.00
Drive Steel Piles	16	only	70.00	1,120.00
Splice Steel Piles	4	only	40.00	160.00
Class "A" Concrete (1,020 cu.yd. at $65.00)	All	Required (50%)		66,300.00
Metal Reinforcement (171,500 lb. at $0.13)	All	Required (50%)		22,295.00
Type III Prestressed Beams 55'-60'	40	only	1,100.00	44,000.00
Metal Parapet Rail	1,132	lin.ft.	7.50	8,490.00
8-inch Metal Drain Pipe	110	lin.ft.	4.00	440.00
				$154,605.00

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Type Code X021
Bear Creek Bridge (Br. #8891)(Sta. 1135+08.08 to Sta. 1137+91.92)

Shoring, Cribbing, etc.	All	Required (30%)		$ 7,500.00
Structural Excavation	440	cu.yd.	$5.00	2,200.00
Structural Excavation Below Elevation Shown	40	cu.yd.	10.00	400.00

Furnish 10" BP 42# Steel Piling	320 lin.ft.	$5.00	$ 1,600.00
Drive Steel Piles	16 only	70.00	1,120.00
Splice Steel Piles	4 only	40.00	160.00
Class "A" Concrete (1,020 cu.yd. at $65.00)	All Required (50%)		66,300.00
Metal Reinforcement (171,500 lb. at $0.13)	All Required (50%)		22,295.00
Type III Prestressed Beams 55' to 60'	40 only	1,100.00	44,000.00
Metal Parapet Rail	1,132 lin.ft.	7.50	8,490.00
8-inch Metal Drain Pipe	65 lin.ft.	4.00	260.00
			$154,325.00

Type Code X021
Bear Creek Bridge (Br. #8677)(Sta. 887+63 to Sta. 890+90)

Shoring, Cribbing, etc.	All Required (40%)		$ 10,000.00
Structural Excavation	695 cu.yd.	$5.00	3,475.00
Structural Excavation Below Elevation Shown	65 cu.yd.	10.00	650.00
Furnish 10" BP 42# Steel Piling	120 lin.ft.	5.00	600.00
Drive Steel Piles	4 only	70.00	280.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (1,665 cu.yd. at $65.00)	All Required		108,225.00
Metal Reinforcement (401,300 lb. at $0.13)	All Required		52,169.00
Metal Parapet Rail	1,274 lin.ft.	7.50	9,555.00
8-inch Metal Drain Pipe	145 lin.ft.	4.00	580.00
			$185,614.00
	Subtotal		$534,021.50
	10% Engr. & Cont.		53,401.50
	Total		$587,423.00

Length of Roadway - - - - - 9.243 Miles
Length of Roadway - - - - - 0.199 Mile (No Work)
Length of 5 Structures- - - 0.178 Mile
Length of 6 Structures- - - 0.000 Mile (Exception)
Total Length- - - - - - - - 9.620 Miles
Cost of Roadway Per Mile- - $253,903.49

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$2,346,830.00	$2,159,000.00	$187,830.00
Structures	587,423.00	540,000.00	47,423.00
	$2,934,253.00	$2,699,000.00	$235,253.00

12TH STREET-NORTH ASHLAND INTERCHANGE SECTION

PROJECT NO. I-5-1(30)18

Prestressed Beam Quantities

Type III, 55' - 60'

Overhead			$ 89.33
Metal Reinforcement	1,336 lb.	$ 0.12	160.32
Prestress Steel	783 lb.	0.45	352.35
Class "A-A" Concrete	8.3 cu.yd.	60.00	498.00
			$1,100.00

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JUL 17 1961
FOR FILING
5902

COMMISSIONERS
M. K[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUEEN, [illegible]
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 13, 1961

Sewer Department
City of Medford
City Hall
Medford, Oregon

Sewer Line Relocation
12th St.-N. Ashland Section
Pacific Highway
Jackson County

Attention Mr. Verne Thorpe

Gentlemen:

Your estimate and sketch map submitted under the date of June 23, 1961 relating to the adjustment of the city sewer in the vicinity of the Jackson County Shops has been approved by the Bureau of Public Roads and the State.

You are herein authorized to proceed with the work by the contract method. Authorization to proceed with this and other work was given in our letter of June 7, 1961.

Very truly yours,

Tom Edwards
Construction Engineer

By C Baker

C. H. Baker
Asst. Field Construction Engineer

TWL:jw

cc Forrest Cooper ✓
R. L. Porter
C. H. Maison
Frank Morgan
Don Haller
C. G. Polk

NOTED
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JUL 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 7 1961
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5903

477 Cottage Street, N.E.
Salem, Oregon

July 6, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer   By: M. E. Martin, District Engineer
Salem, Oregon

08-35.5

Utility Adjustment, City of Medford, Project I-5-1(30)18, 12th. St.-North Ashland Interchange Section, Pacific Highway

We hereby approve the estimate and sketch submitted under the City's date of June 23, 1961, concerning the relocation of sewer facilities near the Jackson County shops. We approve the contract method of accomplishing the work. Authorization to proceed with this and other work was given in our letter dated June 5, 1961.

Porter
Edwards

NOTED
FORREST COOPER

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FORM E-129-X 50M 1-61
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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5902

July 3, 1961

City of Medford
Sewer Department
City Hall
Medford, Oregon

Sewer Line Adjustments
12th St.-N. Ashland Interchange
Pacific Highway
Jackson County

Gentlemen:

Reference is made to our letter of June 7, 1961 notifying you that the plan and estimate for the adjustment of your sewer facilities on the above-named project had been approved and work could be started.

It was the intent that the approval include the contract method of accomplishing the work.

Very truly yours,

Tom Edwards
Construction Engineer

By C. H. Baker

C. H. Baker
Asst. Field Construction Engineer

FS:jw

cc Forrest Cooper ✓
C. G. Polk
R. L. Porter
C. H. Maison
F. D. Morgan
Don Heller

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JUL [illegible] 1961

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 30, 1961

Pacific Telephone - Northwest
410 N. E. Clackamas Street
Portland 12, Oregon

Telephone Line Adjustment
12th Street-N. Ashland
Interchange Section
Pacific Highway
Jackson County

Attention Mr. M. E. Bousha

Gentlemen:

Your estimate and plan of work for the adjustment of your exchange facilities on the above-named project has been approved by the Bureau of Public Roads.

You are hereby authorized to proceed with the work as of June 6, 1961. Reimbursement for work done subsequent to June 6th will be done under the terms of PPM 30-4.

Very truly yours,

Tom Edwards
Construction Engineer

By C. Baker

C. H. Baker
Asst. Field Construction Engineer

FS:jw

cc Forrest Cooper ✓
C. G. Polk
C. H. Maison
R. L. Porter
F. D. Morgan
Don Haller

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1961
STATE HIGHWAY ENGINEER

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JUN 30 1961
FOR FILING
I-5-1 (30)18
5902

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

DATE: June 29, 1961

FROM : C. Q. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Utility Adjustment, City of Medford, 12th. St.- N. Ashland Interchange Section, Pacific Highway, Project I-5-1(30)18

Reference is made to our letter of June 5, 1961 approving sewer line adjustments on the subject project. It was the intent of that letter to approve, by reference to the State-utility company correspondence, the contract method of accomplishing the work.

For Porter

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JUN 30 1961
FOR FILING

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5902

June 29, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

12th St.-N. Ashland Interchange
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Dear Sir:

As requested by your office, we are submitting two copies of the letter from Pacific Power and Light Company, Medford, dated June 23, 1961, regarding power poles D-6577 and D-4154, in connection with construction of the subject project.

Data covering the adjustment of these poles is included in the data submitted by the California-Oregon Power Company, now a part of the Pacific Power and Light Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

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JUN 30 1961

FOR FILING

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5902

June 29, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

12th St.-N. Ashland Interchange Sec.
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Dear Sir:

Herewith are two copies each of the letter from the City of Medford dated June 23, 1961, and sketch regarding the relocation of the sewer in the vicinity of the Jackson County Shops Building and Barnett Road Interchange. This estimate and sketch could not be submitted until the retaining wall was located, as noted in the City's letter dated May 18, 1961.

The basic agreement with the City was approved by the BPR October 5, 1960, and authorization to proceed with the sewer revisions given as of May 23, 1960.

It is requested that the above estimate and sketch be approved as a part of the sewer revision.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 30 1961

5912

477 Cottage St., N. E.
Salem, Oregon

June 28, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

08-35.5

Utility Adjustment, Pacific Telephone - Northwest, 12th St.-N. Ashland Interchange, Pacific Highway, Project I-5-1(30)18

We hereby approve the estimates and sketches submitted by the Utility Company under their date of May 24, 1961. Approval of the basic agreement was given in our letter of April 26, 1961.

Authorization to proceed with the work is granted as of June 6, 1961. Approval is subject to the provisions of PPM 30-4

Porter

RECEIVED
JUN 29 1961

FOR FILING

I-5-1(30) 18

5902

June 28, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

12th St.-N. Ashland Interchange Sec.
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Dear Sir:

Herewith are two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the California-Oregon Power Company for adjusting a power line crossing at Station 1111 in connection with construction on the subject project.

This adjustment is included in estimates and sketches submitted previously. It is requested that it be included in the approved adjustments.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 26 1961
FOR FILING
5902

477 Cottage St. N.E.
Salem, Oregon

June 26, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: R. L. Porter

C. C. Polk, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment - Project I-5-1(30)18, 12th St.-N. Ashland Interchange Section, Pacific Highway

We hereby approve the estimates and sketches submitted by The California-Oregon Power Company under their date of June 9, 1961. Approval of the related agreement and authorization to proceed with the work were given in our letter of June 20, 1961.

Porter

RECEIVED
JUN 27 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5702

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 26, 1961

The California Oregon Power Company
216 W. Main Street
Medford, Oregon

Power Line Adjustments
12th St.-N. Ashland Interchange
Pacific Highway
Jackson County

Attention Mr. V. W. Hammond

Gentlemen:

Your estimates submitted on June 9, 1961 for adjustment of your lines between Stations 896 and 917, and near Station 977 have been approved by the State and Bureau of Public Roads effective May 19, 1961. You may proceed immediately with the required work.

It is our understanding that all the estimates you intend to submit on this project have now been submitted and approved. It is urgently requested that on future projects, where more than one location is involved, that you submit all estimates and sketches for the entire project at one time. The submission and approval of a portion of the work creates considerable confusion insofar as our records are concerned.

Very truly yours,

Tom Edwards
Construction Engineer

By Baker

C. H. Baker
Asst. Field Construction Engineer

CHB:jw

cc Forrest Cooper ✓
F. D. Morgan
C. H. Maison
R. L. Porter
R. B. Sipprell
Don Haller

Bureau of Public Roads

Pacific Power and Light
Portland, Oregon
Attention Mr. R. H. Sallee

RECEIVED
JUN 26 1961
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
JUN 22 1961
FOR FILING
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5902

477 Cottage Street, N.E.
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

June 20, 1961

Attention: R. L. Porter

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

By: M. E. Martin
District Engineer

Utility Adjustment
California-Oregon Power Co.
12th St. - N. Ashland Interchange Section
Pacific Highway
Project I-5-1(30)18

We hereby approve the agreement evidenced by the exchange of letters between the State and the Utility Company. We refer to State's letter of May 16, 1961 and the Utility Company's letters of April 11, April 17, April 24, and May 18, 1961. Further responses of the utility company covering omitted items in State's letter of May 16 must be the subject of later approval.

It is recommended that in the future the utility company be required to submit its plans and estimates in complete detailed response to State's requirements, in order to include in one exchange of correspondence the entire agreement.

Authorization to proceed with the work is granted as of May 19, 1961. Approval is subject to the provisions of PPM 30-4.

RECEIVED
JUN 19 1961
FOR FILING

[illegible]

5902

June 19, 1961

Mr. C. C. Pulk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Interchange Sec.
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Herewith are two copies each of estimates and sketches covering two additional adjustments of The California Oregon Power Company in connection with construction of the subject project.

It is requested that these adjustments be included as part of the agreement submitted June 7, 1961. There are additional adjustments, which will be submitted as soon as estimates and sketches are received.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

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FOR FILING

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5902

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., S. E.
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Interchange
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Herewith are copies of our Staff Attorney's letter which establishes the obligation of the State to reimburse the Pacific Telephone & Telegraph Company (Pacific Telephone-Northwest) for adjusting its line contacted on power poles between Stations 900 and 916. This line was included in the Company's estimate and sketches submitted June 6, 1961.

It is requested that this work be included in the agreement submitted on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

— Mr Cooper

RECEIVED
JUN 13 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-1(30)18

5902

June 9, 1961

South Bear Creek Sanitary District
c/o Mr. Manville M. Heisel
321 Medical Center Building
Medford, Oregon

Re: Relating to Relocation of
Sewer Pipe Within Right
of Way
South Bear Creek Sanitary
District
12th Street-N. Ashland
Interchange Section
Pacific Highway

Dear Mr. Heisel:

We have received information from the field that both the South Bear Creek Sanitary District and the contractor on this project desired to use a chalked oakum and mortar joint bell and spigot sanitary sewer pipe 24-inch diameter in lieu of the 24-inch concrete sewer pipe with neoprene joints specified in the exchange of correspondence dated May 5th and 11th, 1961.

This is to advise you that these changes are acceptable to the Highway Department and are authorized to be made. I am also enclosing an extra copy of this letter which I ask that the chairman and secretary of the district sign, showing that the district has approved the change. We would appreciate it if this letter could be returned to us at an early date.

Very truly yours,

NOTED
[illegible]

L. I. LINDAS
Chief Counsel

JLS:dc
cc: Forrest Cooper
Tom Edwards
Walter T. Wright
F. D. Morgan

RECEIVED
JUN 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 9 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-5-1(30)18
5902

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 8, 1961

City of Medford
City Hall
Medford, Oregon

Sewer Line Adjustment
12th Street-North Ashland
Interchange Section
Pacific Highway
Jackson County

Attention Mr. Vern Thorpe

Gentlemen:

Your estimate and plan of work for the adjustment of your sewer facilities on the above-named project has been approved by the State and the Bureau of Public Roads. The basic agreement, dated August 18, 1960, was approved by the Bureau of Public Roads on October 5, 1960.

You are hereby authorized to proceed with the work as of May 23, 1961. Reimbursement for the work done subsequent to May 23d will be made under the terms of PPM 30-4.

Very truly yours,

Tom Edwards
Construction Engineer

By C Baker
C. H. Baker
Asst. Field Construction Engineer

CHB:jw

cc Forrest Cooper ✓
C. G. Polk
C. H. Maison
R. L. Porter
F. D. Morgan
Don Haller

RECEIVED
JUN 8 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 1961
FOR FILING

I-5-1(30)18

5902

June 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Interchange Section
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Herewith are two copies each of the following data covering adjustment of the California Oregon Power Co. facilities in connection with construction of the subject project:

1. Letter of our Staff Attorney which establishes the obligation of the State to reimburse the Company for adjusting certain of its facilities.

2. Estimates of cost for adjusting portions of the facilities for which reimbursement is to be made.

3. Sketches showing adjustments to be made for the estimates submitted.

Estimates and sketches covering the remaining part of the reimbursable portion of the adjustments will be submitted as soon as received.

Your approval of the agreement as evidenced above as of May 19, 1961, is requested. Authorization to proceed with the work as of that date was approved May 22, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
JUN 6 1961
FOR FILING

I-5-1(30)18

5902

I

June 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Telephone Line Adjustments
12th St.-N. Ashland Interchange
Pacific Highway
Jackson County
Project No. I-5-1(30)18

Herewith are two copies each of estimates and sketches covering the adjustment of Pacific Telephone-Northwest telephone lines in connection with construction of the subject project. The obligation of the State to reimburse the Utility is contained in the letter of our Staff Attorney dated April 10 and submitted to you April 24, 1961.

Your approval of the telephone line adjustment and authorization to proceed with the work as of this date under the provisions of PPM 30-3 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encls.

Highway
County
Telephone Line Adjustments
12th St.-N. Ashland Interchange
Pacific Highway

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5902

CD-121

UNITED STAT GOVERNMENT

Memorandum

U. EPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon
Attention: Mr. R. L. Porter

DATE: June 5, 1961

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

By: ME Martin
M. E. Martin
District Engineer

SUBJECT: Utility Adjustment
City of Medford
12th St.-N. Ashland Interchange Section
Pacific Highway
Project I-5-1(30)18

We hereby approve the estimate and sketches submitted by the city under date of May 18, 1961, regarding the adjustment of sewer lines. The basic agreement, dated August 18, 1960, was approved by us on October 5, 1960, under Project I-5-1(23)28.

Authorization to proceed with the work is granted as of May 23, 1961. Approval is subject to the provisions of PPM 30-4.

RECEIVED
JUN 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 30 1961
FOR FILING

I-5-1(30)18

5902

COMMISSIONERS
M. K. McIVER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 29, 1961

R. A. Heintz Const. Co., and
Rogers Const., Inc.,
211 NE Columbia Blvd.,
Portland 11, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5902, awarded May 10, 1961, for grading-structures on the 12th St. - North Ashland Interchange Section of Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 22 1961

FOR FILING

I-5-1([illegible]

5972

May 23, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re 12th St.-N. Ashland
Interchange Section
Pacific Hwy., Jackson Co.
Project No. I-5-1(30)18

Dear Sir:

Herewith are the following data covering sanitary and storm sewer adjustments in connection with construction of the subject project. The sewers are part of the City of Medford systems:

1. Descriptions and estimates of the work to be performed as prepared by the City of Medford.

2. Sketches showing the adjustments.

The throughway agreement between the City of Medford and State was submitted to you with our letter of October 5, 1960, under Project No. I-5-1(23)28 and approved on that date.

Authorization to proceed with the above adjustments as of this date, by contract method, is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RP:cr

Enclosures

RECEIVED
MAY 22 1961
FOR FILING
I-5-1(30)18
5962

408 State Highway Building
Salem, Oregon

May 22, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

08-35.5

Oregon Project I-5-1(30)18, 12th St.-N. Ashland Interchange Section
Pacific Highway - Utility Adjustment - California-Oregon Power Co.

Authorization is hereby granted to proceed with the subject work as of May 19, 1961. Reimbursement will be contingent upon approval of the plans and estimates to be submitted later and subject to the provisions of PPM 30-4.

Porter

NOTED

RECEIVED
MAY 24 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-1([illegible])[illegible]

5902

May 22, 1961

The California Oregon Power Company
216 West Main Street
Medford, Oregon

Power Line Adjustment
12th Street-N. Ashland
Interchange Section
Pacific Highway
Jackson County

Attention Mr. V. W. Hammond

Gentlemen:

Your estimate and plan of work for the adjustment of your facilities on the above-named project has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the necessary work as of May 19, 1961.

Reimbursement for this work will be made on the actual cost basis, since the total estimated cost is greater than $2,500 and all the work within the limits of a single project must be considered as a single adjustment under the terms of Paragraph 7e(3) of PPM 30-4.

Very truly yours,

Tom Edwards
Construction Engineer

By

C. H. Baker
Asst. Field Construction Engineer

CHB:jw

cc F. D. Morgan
Don Haller
C. G. Polk
R. L. Porter
C. H. Maison
Forrest Cooper ✓

NOTED

RECEIVED
MAY 23 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 19 1961
FOR FILING

I-5-1(30)18

5902

May 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 17, 1961, on Contract No. 5902, 12th Street-N. Ashland Interchange Section, in Jackson County, in connection with Federal Aid Project No. I-5-1(30)18.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JOA:bb

RECEIVED
MAY 19 1961
FOR FILING
I-5-1(30)18
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May 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Interchange Sec.
Pacific Highway, Jackson County
Project No. I-5-1(30)18

It is necessary that some of the adjustments of the California-Oregon Power Company power lines be made prior to work by our State contractor. We are enclosing a copy of Assistant Counsel's letter giving the locations of the adjustments for which reimbursement is to be made.

It is requested that authorization be given to proceed with the adjustments as of this date. The complete agreement will be submitted for approval as soon as all of the estimates and sketches have been received.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
MAY 18 1961

FOR FILING

I-5-1(30)18

5982

May 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Interchange Sec.
Pacific Highway - Jackson County
Project No. I-5-1(30)18

Reference is made to your letter of April 12, 1961, approving contract work by the City of Medford Water Commission for adjusting a portion of its facilities.

We are enclosing the tabulation of the three low bids received by the Commission for contract work at the Barnett Road Interchange, for your information and files. The contract was awarded to H. C. Lininger & Sons.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
MAY 17 1961
FORM E-30 50M 7-60 22305

FOR FILING

I-5-1(30)18
5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1961

SUBJECT: Relocation of Sewer Pipe within Right of Way
South Bear Creek Sanitary District
12th St.-N.Ashland Interchange Sec.
Pacific Highway
Jackson County

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission
Office

Herewith I hand you a letter from Mr. Manville M. Heisel, dated May 11, 1961, relating to the above-titled matter, and also a copy of Mr. Lindas' letter to the South Bear Creek Sanitary District of May 5, at the bottom of which South Bear Creek Sanitary District has approved and concurred the contents of the letter by its Chairman and Secretary.

These two documents relate to Contract No. 5902, Prefix 615-1083, Federal No. I-5-1(30)18. These letters should be filed accordingly.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 2

cc: R. L. Porter - w/encs.
Tom Edwards - w/encs.

letter signed by officers
of S. Bear Cr. Sanitary Dist
filed in Contract 5902
7-E

Sorensen

HARRY C. SKYRMAN
MANVILLE M. HEISEL
RO[redacted]

SKYRMAN & HEISEL
ATTORNEYS AT LAW
321 MEDICAL CENTER BUILDING
MEDFORD, OREGON

TELEPHONE
SPRING 3-4561

RECEIVED
LEGAL DEPT.

May 11, 1961

NOTED
G. V. SORENSEN

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. ~~Leonard I.~~ Lindas
Chief Counsel

Re: Relating to relocation of sewer pipe within right of way, South Bear Creek Sanitary District.

Dear Mr. Lindas:

Enclosed herein is the executed copy showing approval and concurrence of South Bear Creek Sanitary District in the proposal contained in your letter of May 5, 1961.

Telephone notification of acceptance has been given to Mr. Baker's office.

Very truly yours,

Manville Heisel
Manville M. Heisel

Enclosure
MMH:fjp

RECEIVED
MAY 15 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 18 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(30)18
5962

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 15, 1961

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Proposed Pipe Line Permit
City of Medford
Project I-5-1(30)18

Dear Sir:

Attached please find three identical copies of a permit we propose to issue to the City of Medford, covering a ten-inch sewer pipe line crossing the Pacific Interstate Highway at Station 827+81.86.

This is an existing installation with manholes located outside the access control lines.

If the permit as prepared meets with your approval, will you please so indicate on the executed copy of the permit and return same for our files. The two conformed copies of the permit are intended for your use.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

RPH:dh
Encls. 3

cc: Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

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MAY 1[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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MAY 15 1961
FOR [illegible]

I-5-1(30)18

5902

408 State Highway Building
Salem, Oregon

May 10, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Mr. C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-1(30)18

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-1(30)18, 12th St. (Medford)-North Ashland Interchange Section of the Pacific Highway we hereby concur, as of this date, in award of Contract No., 5902 to R. A. Heintz Constr. Co., and Rogers Constr. Co., Inc., of Portland, Oregon, low bidder in the amount of $2,408,331.00 at the April 11, 1961 bid opening.

Porter

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MAY 10 1961
FOR FILING

I-5-1(30)18

5902

P

May 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and structures on the 12th St.-North Ashland Interchange Section in Jackson County, Project I-5-1(30)18, to R. A. Heintz Construction Co. and Rogers Construction Co., Inc. on the basis of the bid of $2,408,331. submitted on April 11, 1961.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:lt

F. Cooper

RECEIVED
MAY 8 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I 5-1(30)18
5902

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 5, 1961

South Bear Creek Sanitary District
c/o Mr. Manville M. Heisel
321 Medical Center Building
Medford, Oregon

Re: Relating to Relocation of Sewer
Pipe within Right of Way
South Bear Creek Sanitary District
12th Street-N. Ashland Interchange Sec.
Pacific Highway
Jackson County

Dear Mr. Heisel:

In regard to the relocation of a sewer which you own and which is located within the right of way of the above highway; the State Highway Department proposes, at its sole cost, to relocate the sewer by installing a 24-inch concrete sewer with neoprene joints from a manhole located opposite Highway Engineer's Station 879+50 on the southwest side of the highway to a manhole located opposite Highway Engineer's Station 875+50 on the northeast side of highway. The State further agrees to assume the obligation of the structural maintenance of the sewer line above described so long as it is owned by the South Bear Creek Sanitary District, but in no event to exceed 25 years.

The relocated 24-inch concrete sewer will be located as shown on sheet No. 4 of the plans entitled 12th Street-North Ashland Interchange Section, Pacific Highway, Jackson County, a copy of which has already been furnished you. The 24-inch concrete sewer shall be in lieu of the 15-inch sewer as shown on the plans above-mentioned. With this change in plans we would like your concurrence and approval of the plans.

As the State Highway Commission is desirous of letting the contract for this section on May 10th, we would appreciate your advising us by telephone that you approved the plans as amended by this letter and concur therewith.

I am also enclosing an extra copy of this letter which I ask that the Chairman and Secretary of the District sign, showing that the District has approved and concurred. We would appreciate it if this letter could be returned to us at an early date.

Very truly yours,

NOTED
FORREST C

L. I. LINDAS
Chief Counsel

RECEIVED
1961
STATE HIGHWAY ENGINEER

GVS:do
bc: Forrest Cooper
Tom Edwards
Walter T. Wright
F. D. Morgan

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MAY [illegible] 1961
FORM E-30X 50M 2-60 26119

FOR FILING
I-5-1(55)18

5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1961

SUBJECT: S. Bear Creek Sanitary District
12th St.-N. Ashland Section
Pacific Highway
Jackson County

To:

MEMO TO THE FILE

A letter was received from Marquess and Marquess, Consulting Engineers, regarding the proposed relocation of a portion of the South Bear Creek Sanitary District's facilities on the above-named project. There was objection to the installation as proposed by the State, based on the assumption that the State had required that the District install cast iron pipe in a casing when the original installation was made.

A copy of a letter from Permit No. 4197 was obtained, and it appears that no casing was used and that the use of cast iron pipe was suggested by the District's engineers, Harvey and Watkins. This was discussed by this writer and Mr. Haller, Resident Engineer on this project, with Mr. Walter Marquess, and the conclusion was reached that the use of cast iron pipe was not warranted. A letter was written by Mr. Marquess to the District giving his recommendations based on the best available information as to the type of existing installation.

A meeting was held in the office of Skyrman and Heisel on April 19, 1961 with the following persons in attendance:

Mr. Haller and Mr. Baker from Oregon State Highway Department
Mr. Heisel, Attorney for the District
Mr. Marquess, Engineer for the District
Mr. Stevens, Chairman of the District Board of Directors
Mrs. Smith, Secretary of the District Board of Directors
Mr. Bronson, Director for the District

The proposal was made by the State that we use the presently proposed alignment for the new installation, add a manhole at the southwesterly toe of the dike, and use standard concrete bell and spigot pipe with neoprene gaskets. This proposal met strenuous objection from Mr. Stevens, who insisted that the pipe be 15" cast iron mechanical joint sewer pipe in a 10 or 12 gage smooth (not corrugated) steel pipe fitted with Dresser couplings. He refused to consider any other type of installation. No agreement was reached, but he was informed that the State definitely did not feel that the use of cast iron pipe was warranted.

This matter was discussed with Mr. Young, Mr. Edwards, Mr. Lindas, and Mr. Wright on April 20th. It was suggested that the State assume the structural maintenance of the crossing pipe during the normal life of the pipe. Mr. Heisel was called and he suggested that the "normal pipe life" be stated in any agreement or exchange of correspondence between the State and the District. Operational maintenance of the sewer would continue to be the obligation of the District.

He Heisel called back on April 26th with the following information: The District has talked the situation over with Duff and Thorpe of the City of Medford. This is a growing area, and the city limits of Medford are expanding rapidly in this direction (the area in question is already inside the city) and it is expected that within a few years the city will take over the system. The city has suggested that we install 492 feet of 24" concrete sewer line as shown on the plan, without an intermediate manhole, and with no gate in the access control fence, and without moving the access control fence. This met with the approval of the District, provided the State will structurally maintain the pipeline crossing for a period of years to be determined.

This was discussed with Mr. Martin of the Bureau of Public Roads and the extra cost was computed at about $750. Mr. Martin agreed that the proposal was sound and that he would recommend approval. His attention was called to the fact that it would be most difficult to reconstruct the existing facility or add a new line for additional capacity after the freeway is constructed and in use. Also, it is possible to maintain a 24" pipe from the inside and this fact would tend to decrease or eliminate any need to maintain the line from the surface of the freeway within the access control lines.

It is therefore recommended that we install 24" concrete sewer with neoprene joints in lieu of the 15" as shown on Sheet 4 of the plans, and that the State assume the obligation of structural maintenance of the new line as long as it is owned by South Bear Creek Sanitary District, but not to exceed 25 years. A letter of offer should be written to the District by our Legal Division making this offer.

Tom Edwards
Construction Engineer

By C Baker

Curtis H. Baker
Utilities Liaison Engineer

CHB:jw

cc Forrest Cooper ✓
Leonard I. Lindas
Walter T. Wright
F. D. Morgan

RECEIVED

RECEIVED
MAY 2 1961
FOR FILING
I-5-1(30)18
5902

408 State Highway Building
Salem, Oregon

April 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-1(30)18
12th St.-North Ashland Interchange Section
of the Pacific Highway

We are today approving the agreement between the State and Pacific Telephone-Northwest covering adjustment of a Coaxial Cable on the above project as per your letter of April 24, 1961. The above approval includes 20% of the work under a continuing contract, previously approved.

Authorization to proceed with the work is hereby approved. Reimbursement is subject to the provisions of PPM 30-4.

NOTED
FORREST COOPER

Original to [illegible]

RECEIVED
APR 24 1961
FOR FILING

I-5-1(30)18

5902

April 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Coaxial Cable Adjustment
12th St.-North Ashland Inter. Section
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Dear Sir:

Herewith are the following data covering the adjustment of the Coaxial Cable, property of Pacific Telephone-Northwest, in the vicinity of Station "A" 22+50 on the subject project:

1. Two copies of the letter of the Staff Attorney, which establishes the obligation of the State to reimburse the Company for adjusting the cable.

2. Two copies of the estimate of cost for making the adjustment.

3. Two copies of the sketch prepared by the Company showing the adjustment to be made.

Please note that 20% of the work is to be done under a continuing contract, previously approved.

Your approval of the agreement as evidenced by the exchange of letters and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
APR 14 1961
FOR FILING
I-5-1(30)18
3902

408 State Highway Building
Salem, Oregon

April 12, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: R. L. Porter
Office Engineer

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

Utility Adjustment - City of Medford Water Commission
Project I-5-1(30)18, 12th St.-North Ashland Interchange Section
Pacific Highway

We hereby approve the contract method of performing a portion of the work on subject utility adjustment. Approval and authorization to proceed were given in our letter of April 5, 1961.

Porter

NOTED
FORREST COOPER

RECEIVED
APR 11 1961
FOR FILING
I-5-1(30)18

5902

April 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

12th St.-North Ashland Interchange Sec.
Pacific Highway, Jackson County
Project No. I-5-1(30)18

Herewith are two copies of the letter from the City of Medford Water Commission requesting authorization to do a portion of the water line adjustment by contract.

The relocation at Barnett Road involves a large and heavy pipe. The Commission does not have the equipment or personnel to handle it. It is requested that authorization be given to do this portion by contract. Solicitation for bids will be made by advertising and inviting bids for this work.

The agreement with the City has been approved, and authorization to proceed with the water line adjustments was given in your letter of April 5, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encls.

RECEIVED
APR 7 1961
FOR FILING

I-5 1(30)15

5902

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
- TELEGRAM ☐
- DAY LETTER ☐
- NIGHT LETTER ☐

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
- FULL RATE ☐
- LETTER TELEGRAM ☐
- SHORE SHIP ☐

NO. WDS.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 6, 1961

TO BIDDERS-12TH ST.-N. ASHLAND INTERCHANGE
PROJECT-BIDS RECEIVED APRIL 11:

MEDFORD WATER COMMISSION WILL BE ADJUSTING THEIR FACILITIES ON PROJECT APRIL TO AUGUST. SPECIAL PROVISIONS WILL REQUIRE CONTRACTOR TO PERMIT THEIR ACTIVITIES WITHOUT INTERFERENCE. BIDDERS SHOULD CONTACT WATER COMMISSION FOR PARTICULARS. LETTER FOLLOWS.

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

RECEIVED
APR 6 1961
FOR FILING
I-5-1(30)18

5702

408 State Highway Building
Salem, Oregon

April 5, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: R. L. Porter

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment
City of Medford Water Commission
12th St.-North Ashland Interchange Section
Pacific Highway
Project I-5-1(30)18

We hereby approve the estimates and sketches submitted by the Commission under dates of March 6 and March 24, 1961. The basic agreement dated August 18, 1960 was approved by us on October 5, 1960 under project I-5-1(23)28.

Authorization to proceed with the work is granted as of March 30, 1961.

Approval is subject to the provisions of PPM 30-4.

Orig [illegible]

SIGNED
FORREST COOPER

RECEIVED
MAR 30 1961
FOR FILING

I-5-1(30)18

5902

March 30, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

12th St.-North Ashland Interchange Sec.
Pacific Highway
Jackson County
Project No. I-5-1(30)18

Dear Sir:

Herewith are the following data covering adjustment of the Medford Water Commission facilities in connection with construction of the subject project:

1. Two copies of the Commission's estimate of cost for making the adjustments.

2. Two sets of sketches prepared by the Commission showing adjustments to be made.

Copies of the agreement between the State and City of Medford were submitted under Project No. I-5-1(23)26 with our letter dated September 9, 1960. The agreement was approved by your letter of October 5, 1960.

Approval of the above work under the agreement and authorization to proceed as of this date under the provisions of PPM 30-4 are requested. Bids on Project I-5-1(30)18 are to be received April 11, 1961. Your early action is requested in order for the Commission to obtain materials and keep the water line adjustments ahead of construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By

[illegible]. L. Porter
Office Engineer

DBP:lt

RECEIVED
FORM E-133-X 50M 1-61
MAR 24 1961
FOR FILING

Mr. Cooper

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-1(30)18

5902

March 23, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Subject: Twelfth Street—
North Ashland Section
Pacific Highway
Jackson County

Dear Sir:

As a follow-up to our letter of March 20 concerning right of way status on the Twelfth Street-North Ashland Project, I invite your attention to the attached letter from Mr. G. E. Rohde which advises me that suits have been filed on the three properties outstanding.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

WALTER T. WRIGHT
Right of Way Engineer

WTW:ag
Attachment

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(30)18

5902

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 20, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Subject: Right of Way Status
Twelfth Street-
North Ashland Section
Pacific Highway

Dear Sir:

All rights of way and rights of entry have been obtained for the Twelfth Street-North Ashland Section except the following:

File No. 29352	Newbry	$ 4,700
File No. 28877	Earhart	14,500
File No. 28875	Earhart	23,500
		$42,700

Proceedings in condemnation are processed and ready for filing on all three files. It would have been possible to have completed these filings for this report; but, in order to have a minimum one-week period between letters of offer and filing, these have been withheld.

All filings will be completed on Wednesday, March 22.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. H. L. Porter

NOTED

RECEIVED
MAR 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1961
FOR FILING

I-5-1(30)18

5902

408 State Highway Building
Salem, Oregon

March 20, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-1(30)18

We have today approved the P. S. and E. documents for Oregon Project I-5-1(30)18, 12th Street-North Ashland Interchange Section, Pacific Highway grading and structures.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

RECEIVED
MAR 21 1961

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY SECRETARY
SALEM

I-5-1(30)18

5902

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 20, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Reply is made to your letters of March 14th and March 15th regarding the 12th Street-North Ashland Interchange Section of the Pacific Highway.

Your letter of March 14th makes reference to instructions to Mr. Edwards to not change the channel of Bear Creek. This decision was taken based on studies made by our hydraulic specialists with respect to erosion and, further, in compliance with the Planning people of the Medford area whose desires are - (1) that the creek channel be left undisturbed as much as possible and (2) that the least amount of orchard acreage be taken out of production.

Our hydraulic specialists made a study of the flow characteristics of the channel based on the previous field survey. Their study indicated that it was inadvisable to make a channel change as long as the one contemplated between Stations 1102+50 and 1136+50, without the inclusion of drop structures to control the velocity of the creek - particularly at its point of discharge into the original channel at the downstream end. Our past experience has been to the effect that these people are extremely accurate in their predictions - the latest example being a perfect analysis of the floodway channel at Eugene under storm conditions. For these reasons, Mr. Edwards was instructed not to change the channel.

It is true that we have changed the channel of Bear Creek on previous occasions. We made one channel change near the old Jackson Hot Springs, but this change was through solid rock. We did experience considerable trouble at the lower end and can only see a multiplication of these troubles in the longer channel change as originally proposed by the field plans. During the reconstruction a few years ago on the Medford-Ashland Section of the present Pacific Highway, several small channel changes were made and a considerable amount of gravel surfacing was taken from Bear Creek. The channel change at Phoenix was made at that time and it was necessary for us to go back and place concrete slab lining on both sides of this channel change. Several smaller channel changes resulted in erosion and damage to lands, pumping facilities, et cetera.

In view of these facts, it is our belief that the construction as proposed by the plans submitted to you, which includes twin structures over Bear Creek at Stations 1102+50 and 1136+50, provides the safest possible construction at a cost which is only slightly greater than any cost which would be experienced if channel changes were constructed. We include estimates as requested in your letter of March 15th, together with an alternate - not requested, but which has been discussed with you verbally.

In view of the facts presented herein, we request approval of the plan as originally proposed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

TE:jw

Attach.

cc Forrest Cooper ✓

			Plans		Black line Previously sub.		Bureau Plan With RipRap Channel	
Item	Unit	Unit Price	Total Quantity	Cost	Total Quantity	Cost	Total Quantity	Co
Toe Trench Exc., Unclass	Cu Yd	.75	19,300	14,475	9,800	7,350	27,660	20,
Special Borrow Exc. Unclass	Cu Yd	.30	346,000	103,800	- - - -	- - - -	362,000	108,
General Exc., Unclass	Cu Yd	.58	1,686,000	977,880	2,390,000	1,386,200	1,688,250	979,
Drainage Exc.	Cu Yd	2.50	- - - -	- - - -	- - - -	- - - -	550	1,
Short Overhaul	Yd. Sta.	.0075	6,400,000	48,000	9,700,000	72,750	6,400,000	48,
Long Overhaul	C-Yd. Sta.	.30	393,000	117,900	370,000	111,000	393,000	117,
Rounding Cutbanks	Lin. Ft.	.20	8,900	1,780	20,000	4,000	10,400	2,
8" Perf Drain Pipe	Lin. Ft.	2.50	- - - -	- - -	- - - -	- - - -	330	
Special Backfill	Cu Yd	6.00	- - - -	- - -	- - - -	- - - -	70	
18" Corr. Metal Pipe	Lin. Ft.	5.00	- - - -	- - -	550	2,750	550	2,
60" Corr. Metal Pipe	Lin. Ft.	32.00	- - - -	- - -	320	10,240	320	10,
Loose RipRap	Cu Yd	3.00	61,500	184,500	40,200	120,600	116,340	349,
Coarse Crushed Mtl in Base	Ton	1.35					2,920	3,
3/4"-0" Leveling	Ton	1.45					1,990	2,
8" Port Cem Conc Part	Sq Yd	4.50					3,390	15,
Metal Guard Rail	Lin. Ft.	2.50					630	1,
Asph. Conc. Mixture	Ton	3.15					170	
Asph. In Mixture	Ton	38.00					10	
Class "A" Concrete	Cu Yd	55.00						
Metal Reinf.	lb	0.14						
Structural Exc.	Cu Yd	6.00						
Str at 283.84' x 30' Rdway	All	316,930.00		316,930				
Total				1,765,265		1,714,890		1,665,
Plus 12½% Engr. & Contingencies				220,535		214,360		208,
Total				1,985,800		1,929,250		1,873,
Additional Right of Way								23,
Total								1,896,

	Plans		Black line Previously sub.		Bureau Plan With RipRap Channel		Bureau Plan With Concr. Drop Str.		Field Plan With Concr Drop Str	
t	Total Quantity	Cost	Total Quantity	Cost	Total Quantity	Cost	Total Quantity	Cost	Total Quantity	Cost
	19,300	14,475	9,800	7,350	27,660	20,745	27,660	20,745	27,660	20,745
	346,000	103,800	- - - -	- - - -	362,000	108,600	362,000	108,600	413,634	124,090
	1,686,000	977,880	2,390,000	1,386,200	1,681,250	975,765	1,681,250	975,765	1666,290	962,968
	- - - -	- - - -	- - - -	- - - -	550	1,375	550	1,375	330	825
75	6,400,000	8,000	9,700,000	72,750	6,400,000	48,000	6,400,000	48,000	6400,000	48,000
	393,000	117,900	370,000	111,000	393,000	117,900	393,000	117,900	393,000	117,900
	8,900	1,780	20,000	4,000	10,400	2,080	10,400	2,080	8,900	1,780
	- - - -	- - -	- - - -	- - - -	330	825	330	825	330	825
	- - - -	- - -	- - - -	- - - -	70	420	70	420	70	420
	- - - -	- - -	550	2,750	550	2,750	550	2,750		-
	- - - -	- - -	320	10,240	320	10,240	320	10,240	320	10,240
	61,500	184,500	40,200	120,600	116,340	349,020	83,580	250,740	83,580	250,740
					2,920	3,942	2,920	3,942	2,920	3,942
					1,590	2,305	1,590	2,305	1,590	2,305
					3,390	15,255	3,390	15,255	3,390	15,255
					630	1,575	630	1,575	630	1,575
					170	535	170	535	170	535
					10	380	10	380	10	380
							1,760	96,800	1,760	96,800
							154,000	21,560	154,000	21,560
							1,560	9,360	1,560	9,360
.00		316,930								
		1,765,265		1,714,890		1,665,712		1,695,152		1,690,245
		220,535		214,360		208,214		211,894		211,281
		1,985,800		1,929,250		1,873,926		1,930,046		1,901,526
						23,000		23,000		32,000
						1,896,926		1,953,046		1,933,526

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. Tom Edwards

DATE: March 15, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

RECEIVED
[illegible]
ENGINEER

SUBJECT: Oregon Project I-5-1(24)18
12th Street-North Ashland Interchange Section
Pacific Highway

Receipt is acknowledged of your letter dated March 14, 1961, relative to our recommendations concerning certain proposed design features of the subject project.

The typical sections for the various frontage and connecting roads as proposed in your letter are satisfactory.

Your estimates of construction costs of the project as now designed and of the alternate location which would require no interference with the existing channel of Bear Creek does not furnish all of the information we feel is necessary for a complete comparison of the cost of all possible construction alternates in the area. We, therefore, will appreciate your furnishing us with the estimated cost of the project if constructed under the following possible alternates:

1. Construct on the present planned alinement but with a channel change on the westerly side of the highway to eliminate the proposed stream crossings at Stations 1102+50 and 1136+50. The estimate should include the cost of the additional right-of-way required for the channel change and such devices as are deemed necessary to protect cut and fill slopes and to control the velocity of the stream through the channel change area.

2. Shift the present proposed alinement just far enough easterly to permit construction of the channel change within the presently proposed westerly right-of-way limits. Protective devices for roadway and channel change slopes would probably be substantially the same for this alternate as for No. 1 above.

Few

We well realize that because of our requests, you are now very pressed for time in which to advance this project to the advertising stage by the date required to permit a three-weeks advertising period prior to the bid opening date of April 11, 1961. However, we strongly feel that the requested information is necessary for use in determining our final action in this matter and to properly document our P. S. & E. review of the project and are, therefore, agreeable to authorizing a two-weeks advertising period for this project which would permit the opening of bids with the other projects on April 11, 1961.

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: March 14, 1961

[illegible] TO
FORREST COOPER

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Oregon Project I-5-1(24)18
12th St.-North Ashland Section,
Pacific Highway in Jackson County

Reference is made to the discussion between Mr. Edwards and this office on March 13, 1961, relative to our recommendation, in the interest of economy, that the proposed twin structures over Bear Creek at Stations 1102+50 and 1136+50 of the subject project be eliminated by the construction of a channel change on the westerly side of the highway between approximate Stations 1100 and 1137.

Mr. Edwards informed us that he was under instructions to not change the channel of Bear Creek and we, of course, must be furnished more justification than that before we can approve the construction as now proposed by your plans.

We are unable to understand why the channel of Bear Creek is so different that it cannot be changed the same as are the channels of other creeks in the State if such changes afford more economical construction of projects.

Please furnish us your specific reasons for not constructing the channel change, as recommended by this office, on the subject project.

Edw

NOTED

RECEIVED
MAR 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X 75M 1-60

RECEIVED
1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(50)18

5902

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]
W. C. WILLIAMS

March 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

12th Street-North Ashland Interchange
Pacific Highway
Jackson County

Dear Sir:

I am writing in reply to your letter of March 10 concerning the 12th Street-North Ashland Interchange Section of the Pacific Highway in Jackson County. As a result of your conversation with Mr. Edwards on March 13, the following agreements were made as to pavement widths:

1. "B" line, Barnett County Road. The shoulder shall be constructed to a width of 10 feet due to the heavy traffic on Barnett Road.

2. FR^L line, Barnett Road Interchange, shall be constructed to a width of 16 feet due to the extremely light traffic usage.

3. A^F Line, Fern Valley Road Interchange. The shoulder shall be constructed to a width of 8 feet because of the moderately heavy traffic that will be using this facility.

4. FR^R Line, Fery Valley Road Interchange. Ten foot lanes without shoulders shall be constructed on this line.

4. FR^L Line, Fern Valley Road Interchange. An oil mat surfacing to be constructed rather than 3½ inches of asphaltic concrete as shown for future paving on the plans.

6. The request to eliminate the twin structures over Bear Creek at Stations 1102+50 and 1136+50 by making a channel change on the westerly side of the highway will be discussed in detail in the later portion of this letter.

7. Suncrest County Road. Eleven-foot lanes with

4-foot shoulders and a future oil mat surfacing shall be used and the oil mat on the approach road at Station 22+20 shall be constructed because of the extremely steep gradient on this approach. This gradient is 15 plus per cent.

8. F^V Line, Valley View Road Interchange. Four-foot shoulders will be used because of the medium traffic volumes.

9. FR^L Line, Valley View Road Interchange. Eight-foot lanes without shoulders will be constructed.

10. Road approach Station 7+60, Valley View Road Interchange. The width of this approach is dependent upon any right of way obligations.

11. "A" Line, North Ashland Interchange. Ten-foot shoulders shall be used because of the heavy concentration of traffic in this interchange location.

12. FR^A and FR^B Lines, North Ashland Interchange. A 20-foot gravel top shall be constructed for both these facilities.

13. FR^R Line, North Ashland Interchange. A 20-foot gravel top shall be constructed.

6. Investigation of your request to eliminate the structures over Bear Creek at Stations 1102+50 and 1136+50 reveals the following facts:

The cost estimate for the construction, as shown on the plans, is \$1,985,800. The cost estimate for the revised alignment, that would eliminate the structures over Bear Creek, is \$1,929,250. The difference in cost of \$56,550. I attach hereto the detailed estimates. Your attention is directed to the fact that the revised plan uses the same cost per cubic yard as the original plan. Our records show about 700,000 cubic yards in the rocky points along the line of the change. We are sure that a station by station analysis of excavation costs, if we had time to make such an analysis, would result in an increase of some 10 cents per cubic yard.

The Research Division of the Oregon State Highway Department has in the past made a complete study of this situation. They advised the Construction Division that the existing channel has flow characteristics that tend to slow down the movement of the water through this area. The brush, potholes and grass in the existing channel all tend to maintain the same flow characteristics that are present both above and below the channel change area in Bear Creek. If a channel change were to be constructed on the westerly side and the slopes riprapped, the water would flow much faster through this new channel, thus causing severe erosion and damage to the properties adjacent to Bear Creek downstream. To dissipate the additional forces that would be generated by the faster flow in the channel change, a series of drop structures with fish ladder facilities would be necessary. The cost of such facilities has not been estimated or included in the above estimate. It can be determined very easily that the additional cost would be many times the difference of $56,550 which is shown in our comparison between the two lines.

The plan for construction as detailed in the preliminary plan sheets that were presented for your approval was recommended by the Research Division because the stream will retain approximately its existing alignment. The twin structures that it must cross under at Station 1102+50 will have a ponding effect on the upstream side. The additional velocity of flow under these structures can very easily be dampened in the pond that will form on the downstream side of these structures at flood stages. In the past, we have been severely criticized by the local people in this area whenever we have undertaken any work that changed the channel of Bear Creek.

With the above data presented herewith, I am requesting that you approve the preliminary plans as presented to you, subject to the revision of the roadway widths that you and Mr. Edwards agreed on.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

Attach.

GKA:jp:fp

cc W. C. Williams ✓
Forrest Cooper
R. L. Porter

RECEIVED

March 14, 1961

12th STREET (MEDFORD) - NORTH ASHLAND INTERCHANGE SECTION
Pacific Highway - Jackson County

Comparative Estimates

Item	Unit	Total Quantity	Unit Price	Cost	Total Quantity	Unit Price	Cost
Toe Trench Exc., Unclass.	Cu. Yd.	19,300	.75	14,475	9,800	.75	7,350
Special Borrow Exc., Unclass.	Cu. Yd.	346,000	.30	103,800			
General Exc., Unclass.	Cu. Yd.	1,686,000	.58	977,880	2,390,000	.58	1,386,200
Short Overhaul	Yd. Sta.	6,400,000	.0075	48,000	9,700,000	.0075	72,750
Long Overhaul	C-Yd. Sta.	393,000	.30	117,900	370,000	.30	111,000
Rounding Cutbanks	Lin. Ft.	8,900	.20	1,780	20,000	.20	4,000
18" Corr. Metal Pipe	Lin. Ft.				550	5.00	2,750
60" Corr. Metal Pipe	Lin. Ft.				320	32.00	10,240
Loose Riprap	Cu. Yd.	61,500	3.00	184,500	40,200	3.00	120,600
				1,448,335			1,714,890
4 Structures @ 282.84', 30' Roadway				316,930			
Plus 12-1/2% Engineering and Contingencies				220,535			214,360
TOTAL				$1,985,800			$1,929,250

RECEIVED
MAR 15 1961
FOR FILING

I-5 1(15)18

5902

March 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

12th St.-N. Ashland Section
Project I-5-1(15)18

Reference is made to your letter of January 12, 1961 which contained 7 requests for information. It was stated that the information was necessary to prepare a right-of-way project agreement.

On March 13, 1961, the Right-of-Way Department forwarded to you answers to the first 6 questions, and the answer to No. 7 is enclosed herewith.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

RECEIVED
MAR 14 1961

COMMISSIONERS
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MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(30)18
5702

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 13, 1961

W. C. WILLIAMS

Mr. [illegible] Folk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Oregon Project I-5-1(15)18
Twelfth Street (Medford)--
North Ashland Section
Pacific Highway

Dear Sir:

This will reply to your letter of January 12, 1961, which relates to justification of access arrangements on the Twelfth Street (Medford)-North Ashland Section.

We have placed on the appropriate right of way files documentation which will show this information:

(1) Proposed access road opposite Stations 851 to 864. It is estimated that the cost of properties affected would be $52,327 with access and $109,617 without access. The estimated cost of construction and right of way for the FRL Line is $5,810.

We have likewise documented the files with access construction justifications for the FRR Line which serves the Lemery property and the FRA Line serving the Flannery property.

(2) Documentation has been placed on the right of way files to indicate that the construction of the FRR Line west of Stations 1036+50 to 1046 is justified. It is estimated that the damage resulting from failure to provide access would aggregate $27,750. Cost of construction and right of way for the frontal road totals $9,040.

(3) A triangular parcel 3, File No. 29333, has been taken at the insistence of the owner. The parcel is excess to the right of way need, but was taken because it is fragmentary in nature; the owner insisted that it be taken; and no additional cost was involved over and above the appraised value of right of way and damage.

(4) We have placed on the right of way files an estimate which indicates that construction of a frontal road between Stations 1195 and 1205 will mitigate damages in the amount of $5,875.

We have been previously supplied with an estimated cost of construction of $3,678 from the Resident Engineer in the field. The Construction Division has subsequently estimated the cost of the road at $7,200. It is our belief that the field estimate is the more reliable, since it involved a field examination of the terrain.

(5) No provision has been made for serving the agricultural lands isolated between the proposed highway and Bear Creek opposite Stations 1202 to 1223. Documentation placed upon the right of way files indicates that the Steiger property would need be served because of high water profile by a section of frontal road costing an estimated $4,000, plus $400 right of way cost. The estimated saving in right of way cost through construction of this facility is less than $1,300.

The least costly arrangement for serving the remaining properties would appear to be construction of an equipment pass along the property line between the DeYoung and Dugan properties at approximate Station 1234. The estimated cost of this construction would be $57,200, plus approximately $300 right of way cost. This construction would mitigate an estimated $36,400 damage.

The construction of 1,900 feet of frontage road to serve the Stevens property would cost an estimated $18,000 and would mitigate a damage in the amount of $3,800.

The damages to the Parker, Vella, and Coke properties are so small as to warrant no consideration of mitigation. They total some $1,500 and would require construction of an additional 1,450 feet of frontage road.

The foregoing estimates make it obvious that construction of access facilities in mitigation of damage is uneconomic. The scheme outlined herein appears to be the most economic of several alternates set forth by the Construction Division.

Mr. C. C. Polk
Page 3
March 13, 1961

(6) A frontage road opposite Stations 1322 and 1323 has been estimated to cost $6,306 and to mitigage damages in the amount of $46,500 under four right of way files.

We trust that the information herein conveyed will be sufficient to permit you to proceed with the preparation of the project agreement.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:ag

cc Mr. W. C. Williams ✓
Mr. R. L. Porter
Mr. Tom Edwards

RECEIVED
MAR 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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MAR 14 1961
FOR FILING

UNITED STATES G ERNMENT

Memorandum

U.S. DE RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

I-5-1(30)18

5902

DATE: March 10, 1961

By: DMEmrich
D. M. Emrich
Acting Division Engineer

FROM : ~~C. G. Polk,~~ Division Engineer
08-35.4-DB Salem, Oregon

I-[illegible]

SUBJECT: Oregon Project I-5-1(24)18
12th Street-North Ashland Interchange Section, Pacific Highway
Jackson County

We have made a plans in hand inspection of the subject project and reviewed the preliminary plans.

From this inspection and review we consider that the following revisions and/or justification for not making them will be necessary before we can approve the plans:

1. "B" line (Barnett County Road)-reduce the shoulder widths from 10 feet to 6 feet.

2. FR^L line at Barnett Road Interchange-use 8 foot lanes with no shoulders instead of the 10 foot lanes and 4 foot shoulders proposed.

3. A^F line at Fern Valley Road Interchange-reduce the shoulder width from 8 feet to 4 feet.

4. FR^R line (Fern Valley Road Interchange)-use 8 foot lanes with 2 foot shoulders instead of 10 foot lanes without shoulders.

5. FR^L line (Fern Valley Road Interchange)-use oil mat for future surface instead of 3-1/2 inch future asphaltic concrete pavement.

6. Eliminate the twin structures over Bear Creek at Stations 1102+50 and 1136+50 by making a channel change on the westerly side of the highway from approximate Station 1100 to Station 1137±.

EdW

7. Suncrest County Road-use 10 foot lanes with 2 foot shoulders and a future oil mat surface in lieu of 11 foot lanes with 4 foot shoulders and a future 3-1/2 inch asphaltic concrete pavement and eliminate oil mat on approach road at Station 22+20.

8. F^V line (Valley View Road Interchange)-use 4 foot shoulders instead of 8 foot.

(MORE)

9. FR^L line (Valley View Road Interchange)-use 8 foot lanes without shoulders.

10. Road approach Station 7+60 (Valley View Road)-use one 10 foot lane instead of two 8 foot lanes.

11. "A" line (North Ashland Interchange)-use 6 foot shoulders instead of 10 foot.

12. FR^A and FR^B lines (North Ashland Interchange)-use 8 foot lanes with 2 foot shoulders in lieu of 9 foot lanes and 2 foot shoulders and eliminate oil mat surface.

13. FR^R line (North Ashland Interchange)-use 8 foot lanes with 2 foot shoulders instead of 10 foot lanes and 4 foot shoulders. Eliminate the oil mat surface.

We have no objections to the upgrading of the various County, Frontage and Approach Roads covered above provided it is done with applicable funds other than interstate.

RECEIVED
MAR 9 1961
FOR FILING

I-5 1 (30) 18

5902

SUGGESTED REPLY

(Requested by Warne Nunn February 23, 1961)

Mrs. L. O. Penland
Route 3, Box 209
Medford, Oregon

Dear Mrs. Penland:

Upon receipt of your recent letter, I had an investigation made regarding the matter of the Highway Commission's taking part of your property for the new Medford-Ashland Freeway.

Some delay and confusion resulted from the fact that the property does not appear to be in your name but rather in the name of M. O. and Jeanette Grove. The Highway Department is unable to advise me as to what your interest is in the property, as your name does not appear in the public record.

I am advised that the Highway Department revised its line as it affects your property. This revision moved the location somewhat easterly and avoids taking your buildings. Based on the revised taking, appraisals were made, and, using the values established by these appraisals, you were tendered an offer of $7,850. I am further advised that your lowest counter offer was $25,000. As there was such a wide disparity in the idea of value, the Highway Department was unable to reconcile a settlement. This has resulted in litigation. I also find that you are represented by competent counsel.

While it is unfortunate that matters of this kind must be adjudicated in the courts, it appears that there is no area for further negotiation due to the extremely wide divergence of opinions as to value.

It is regrettable that the Highway Commission has been unable to arrive at a negotiated settlement; however, in the handling of public funds, appraisal procedures are well established which bind the State. I know that in some instances the Highway Commission has been criticized for paying too little or too much for properties. All of its takings, however, are based on appraisals by competent people and must be used as a basis of negotiation.

FC:fn me

cc Forrest Cooper
L. I. Lindas

Hiway

Medford,Oreg.
Feb.20,1961

Gov.Mark Hatfield,
Salem,Oregon.
Dear Sir;

I could not get my question on your TV question period but I sure would like an answer to the following questions.

Why is the State Hi-Way Com.allowed to come thru yout property and tell you what they will do and what they will pay? Why can't we get an adequate settlement without being condemned and having to go to court,because we won't accept their say so.

They have paid $132000 for seven and nine tenths acres of land in Medford,but when it comes to out small farm acreage, they give very little.There surely is not that much difference in value of property.

What about our inconveniences?Who wants to live on access roads interchanges and Freeways?Would these same men want to?

I would surely appreciate your answer to this.Its not only the Welfare that needs overhauling,and you are sure doing a good job there.How about the Hi-Way Dept?They could stand some of it too.

Yours respectfully,

MRS L. O. PINELAND
Rt [illegible] B [illegible]
Medford Oreg

RECEIVED
FEB 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 3 - 1960

FOR FILING

Const
R/W
Hwy. Eng.

Penland, L.O.

August 5, 1960

1740
1764

Mrs. L. O. Penland
Route 3, Box 209
Medford, Oregon

Dear Mrs. Penland:

This letter and the enclosed map are being sent in answer to your letter of July 12, concerning the relocation of Interstate Route No. 5 in the vicinity of Fern Valley.

The enclosed map has all the property owned by M. O. and Jeanette Grove outlined in red. The portions of this property required for highway right of way are outlined in blue.

Our plans are still not in final form; however, we do not anticipate any more changes in this area. The actual purchase of right of way should begin this fall.

We sincerely hope that the enclosed information will relieve your mind and allow you to make plans for the future.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

Enclosure

ESH:fp er

PLEASE RETURN TO
FORREST COOPER

FORM 2-183

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 22, 1960

Mrs. L. O. Penland
Route 3, Box 209
Medford, Oregon

Dear Mrs. Penland:

This will acknowledge receipt of your letter of July 12 concerning the location of the interstate freeway in the vicinity of Fern Valley.

We have searched our maps and find no property listed under the name of Penland. This could be for the reason that the property is recorded under some other name or that our highway construction does not affect the property, thereby eliminating the necessity of showing same on our maps.

If you would send us the legal description of the property in which you are interested, we will be most happy to explain how the proposed freeway construction will affect the property.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

Dear Sir:

Sorry that I neglected to tell you that our property adjoins the M.O.Grove property on the Fern Valley. The Groves are our daughter and ~~so~~ son-in-law and for convenience the property is in their name.

Yours truly,
Mrs. L. O. Penland,

RECEIVED
JUL 27 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

MRS. L. O. PENLAND
R. 3, Box 209
Medford, Oreg.

RECEIVED
JUL 21 1960
FOR FILING

Const

RW

Corry. I-Z

1740

R

Penland, L. O.

July 22, 1960

Mrs. L. O. Penland
Route 3, Box 209
Medford, Oregon

Dear Mrs. Penland:

This will acknowledge receipt of your letter of July 12 concerning the location of the interstate freeway in the vicinity of Fern Valley.

We have searched our maps and find no property listed under the name of Penland. This could be for the reason that the property is recorded under some other name or that our highway construction does not affect the property, thereby eliminating the necessity of showing same on our maps.

If you would send us the legal description of the property in which you are interested, we will be most happy to explain how the proposed freeway construction will affect the property.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

ESH:jw fn

PLEASE RETURN TO
FORREST COOPER

Medford, Oregon.
July 12, 1960.

Mr. W. C. Williams,
Salem, Oregon.
Dear Sir;

I understand that there has been a change as to where the new Freeway is to go thru Fern Valley, and as it is now they are not taking our place. But we still cannot make any plans as the Fern Valley road goes right in front of us. And until we know definitely what is being done regarding it we can't do anything.

Its been months now that we have been held up on our plans and still are. Can you give us anythin g definite on these road plans, so we can know what we can do? And anyway why the change after we settled down to the former plans?

Yours truly,
Mrs. L. O. Penland.

MRS. L. O. PENLAND
Rt. 3 Box 209
Medford, Oreg.

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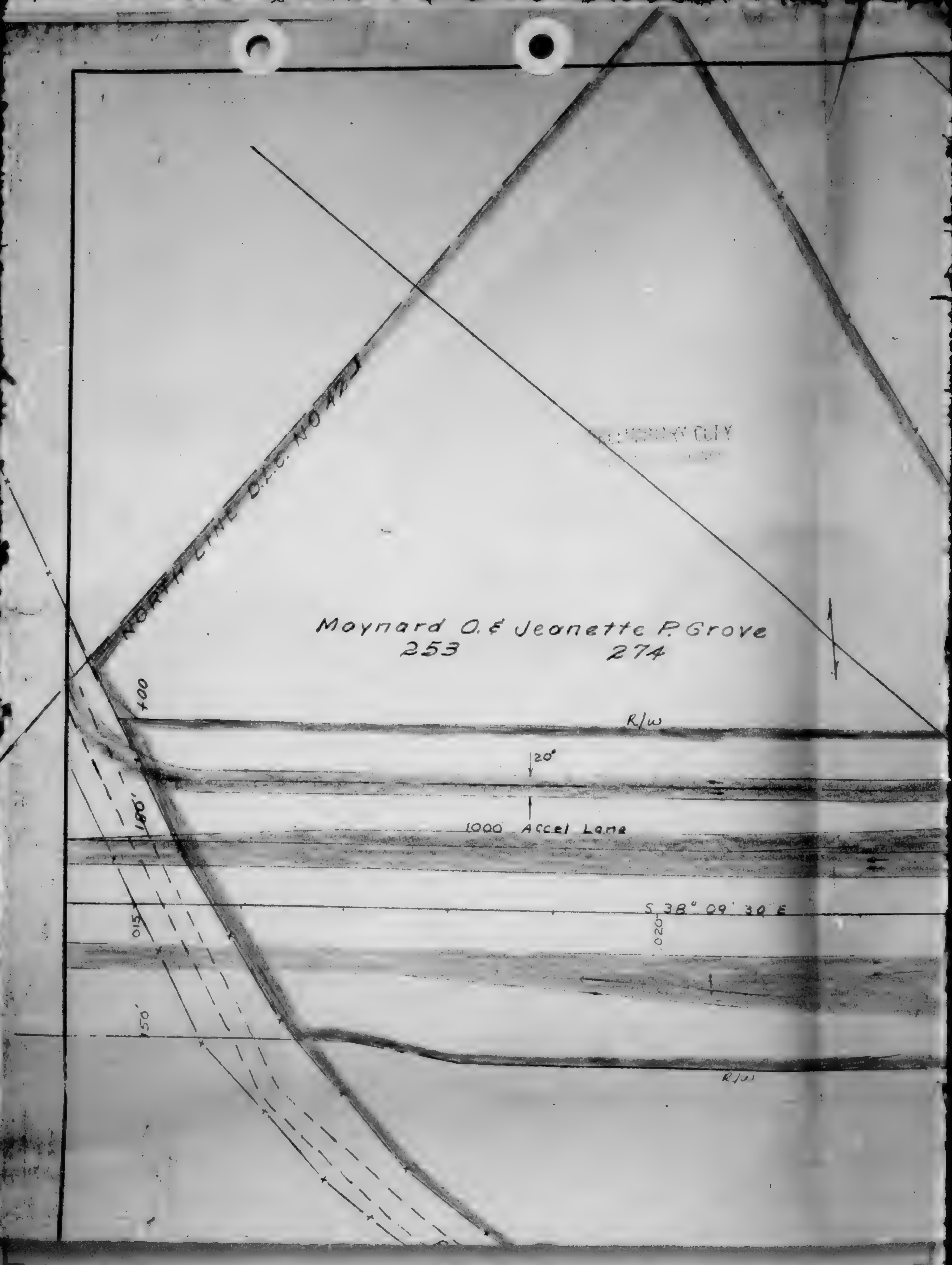
JUL 13 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER



NORTH LINE D.L.C. NO 42
Maynard O. & Jeanette P. Grove
253
274
+00
R/W
20'
100'
1000 Accel Lane
S 38° 09' 30" E
015
020
50'
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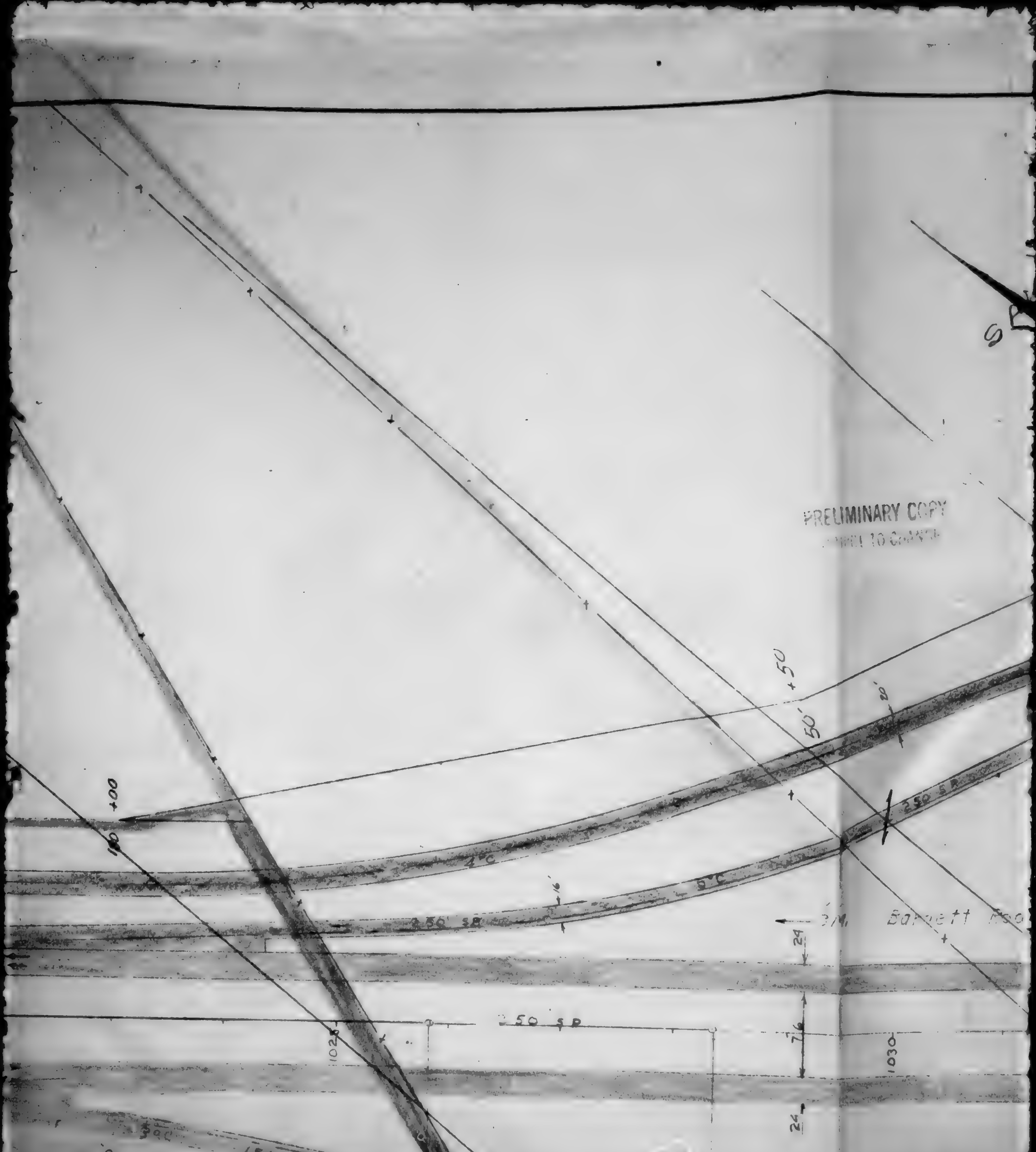
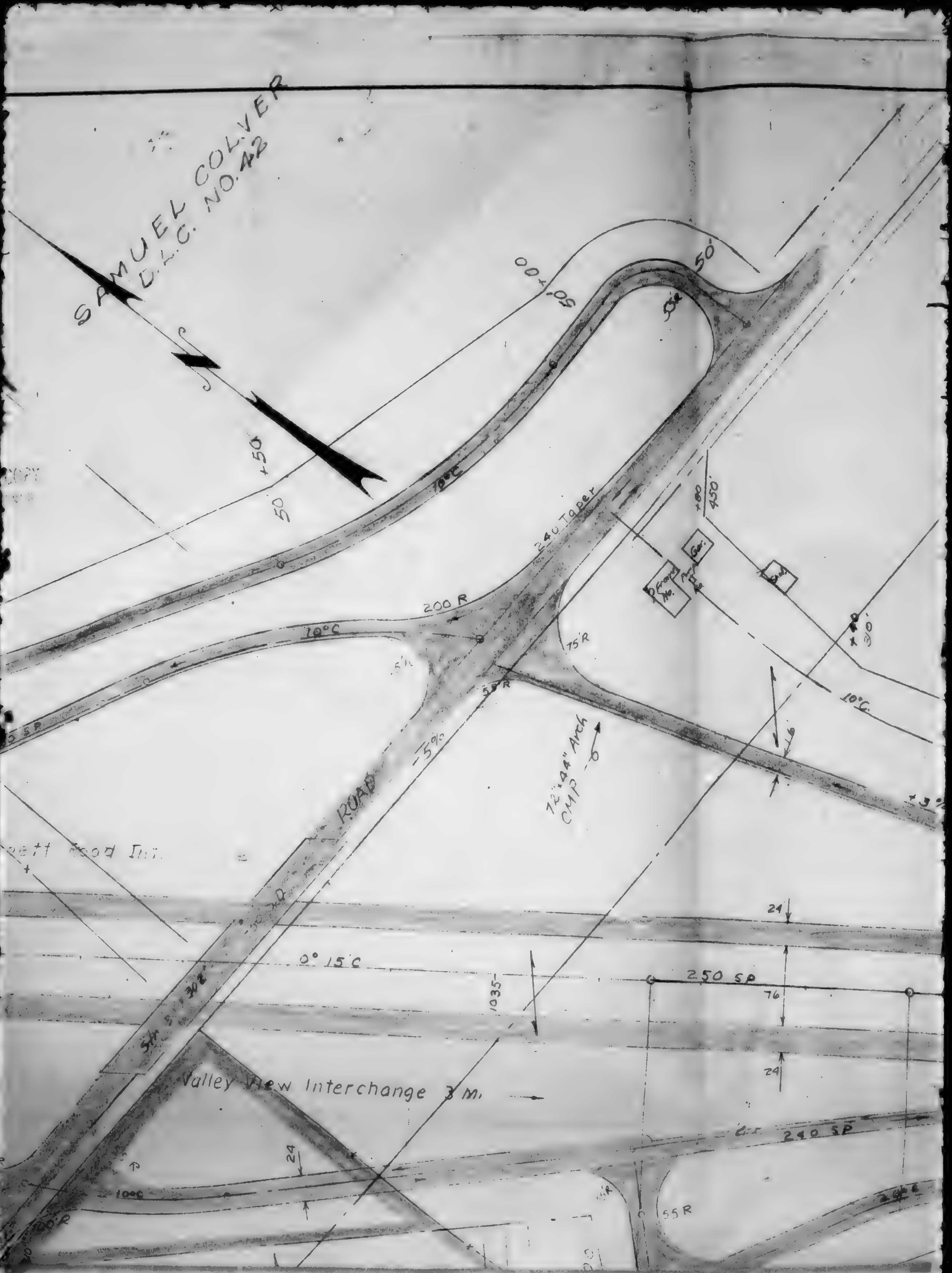


PRELIMINARY COPY
SUBJECT TO CHANGE


SAMUEL COLVER
D.L.C. NO. 42
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CMP
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Valley View Interchange 3 Mi.
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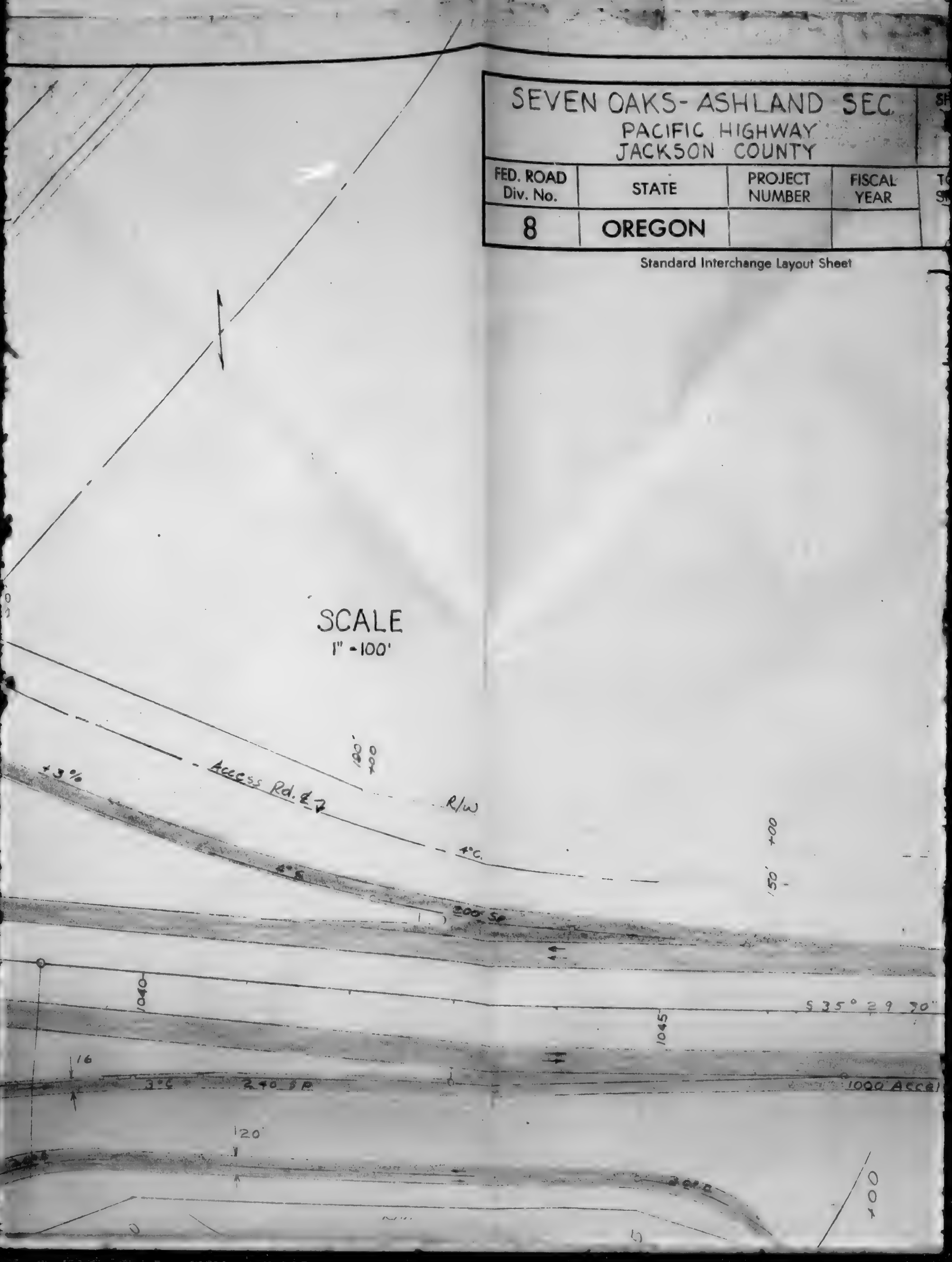
SEVEN OAKS - ASHLAND SEC.
PACIFIC HIGHWAY
JACKSON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		

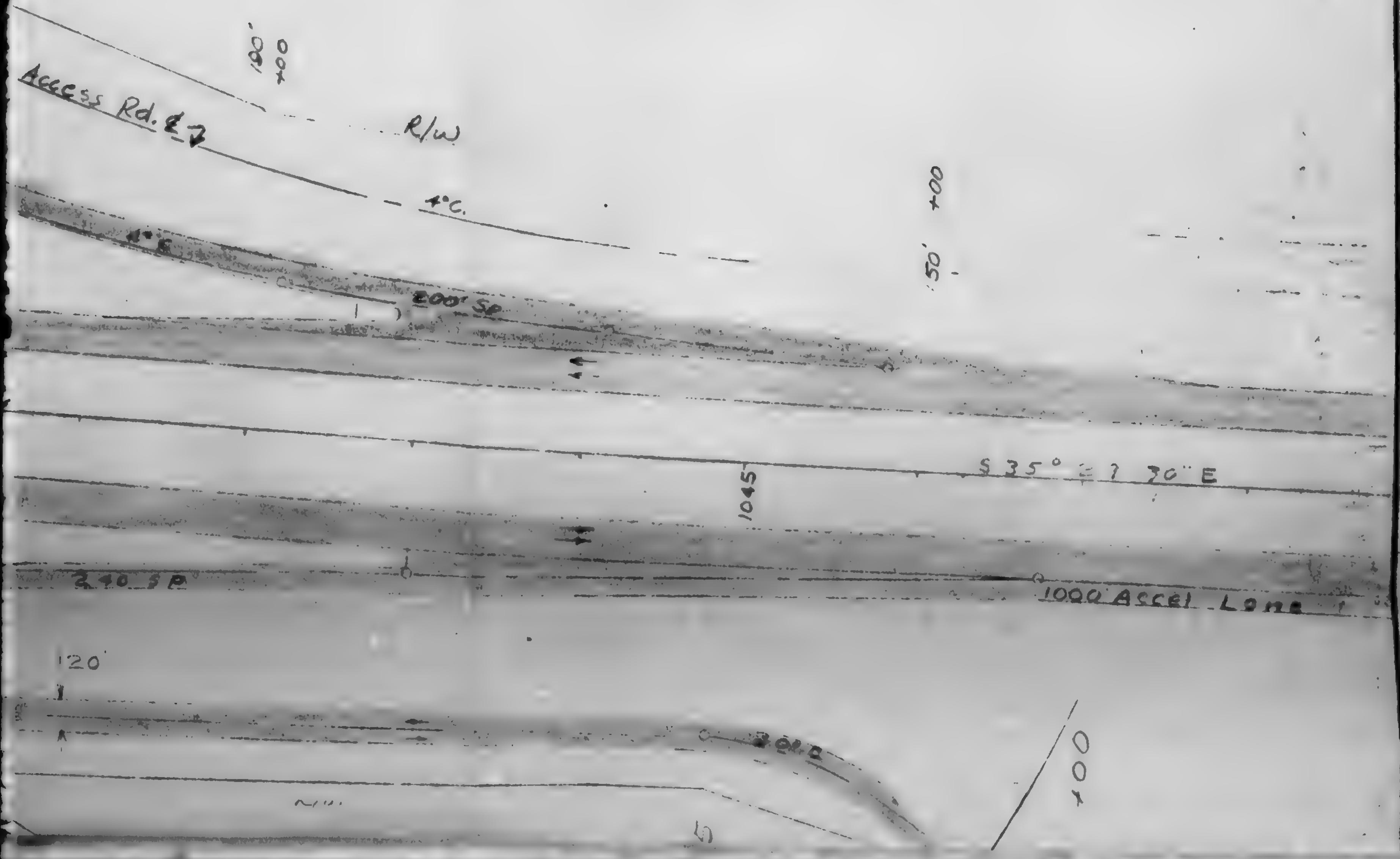
Standard Interchange Layout Sheet

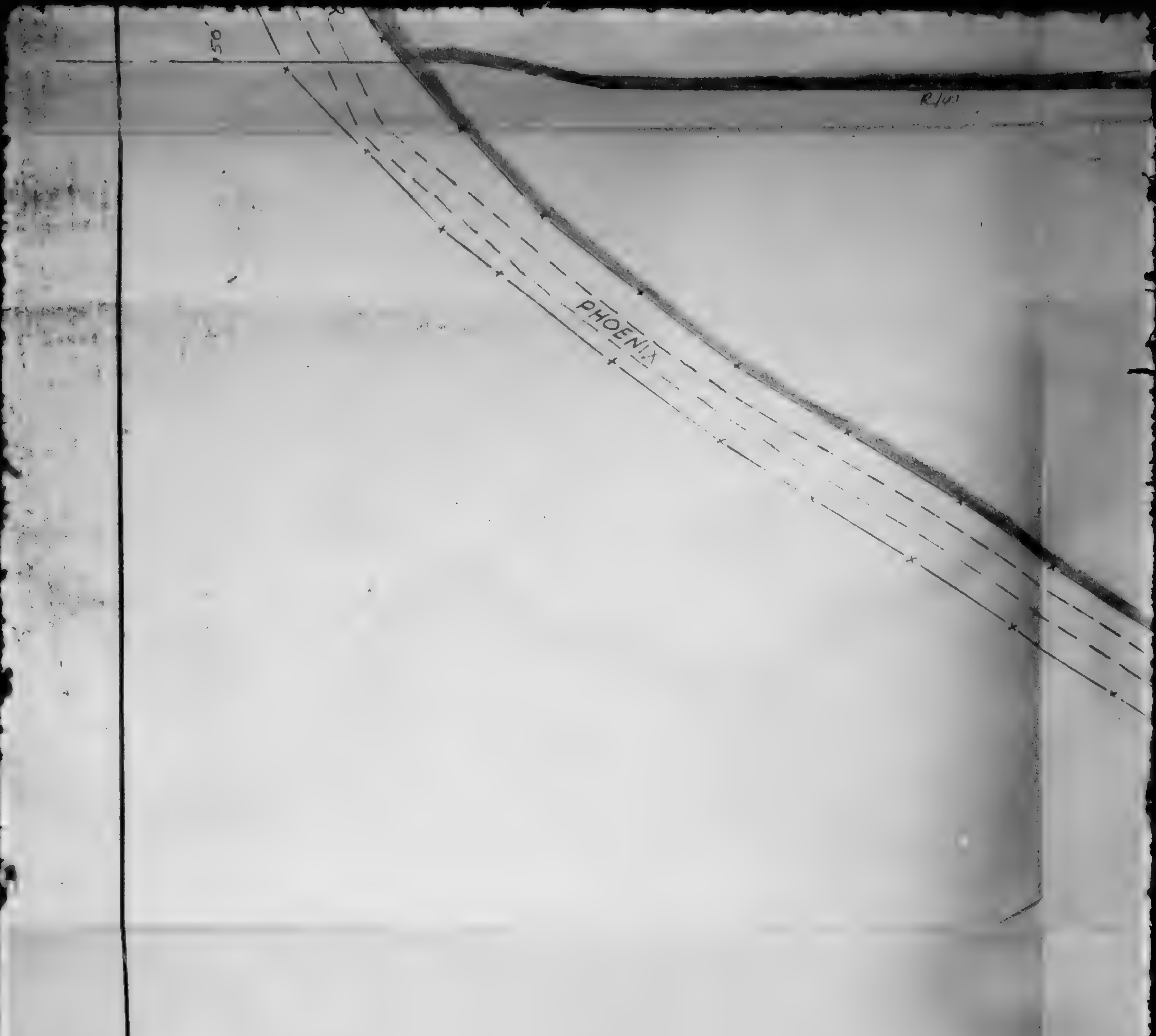


SEVEN OAKS-ASHLAND SEC. PACIFIC HIGHWAY JACKSON COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

Standard Interchange Layout Sheet

SCALE
1" -100'

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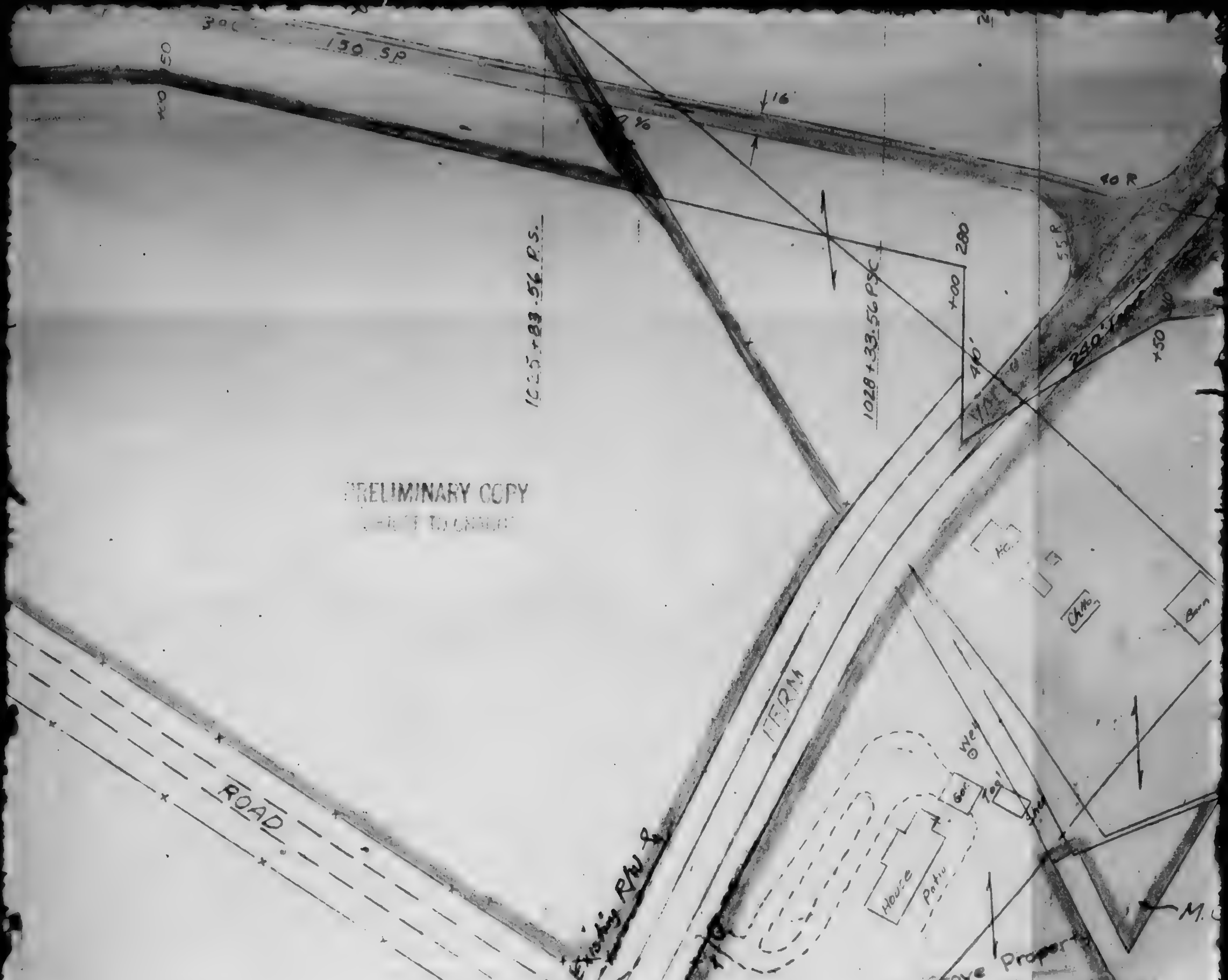
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PRELIMINARY COPY
Ho.
Chk.
Barn
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ROAD
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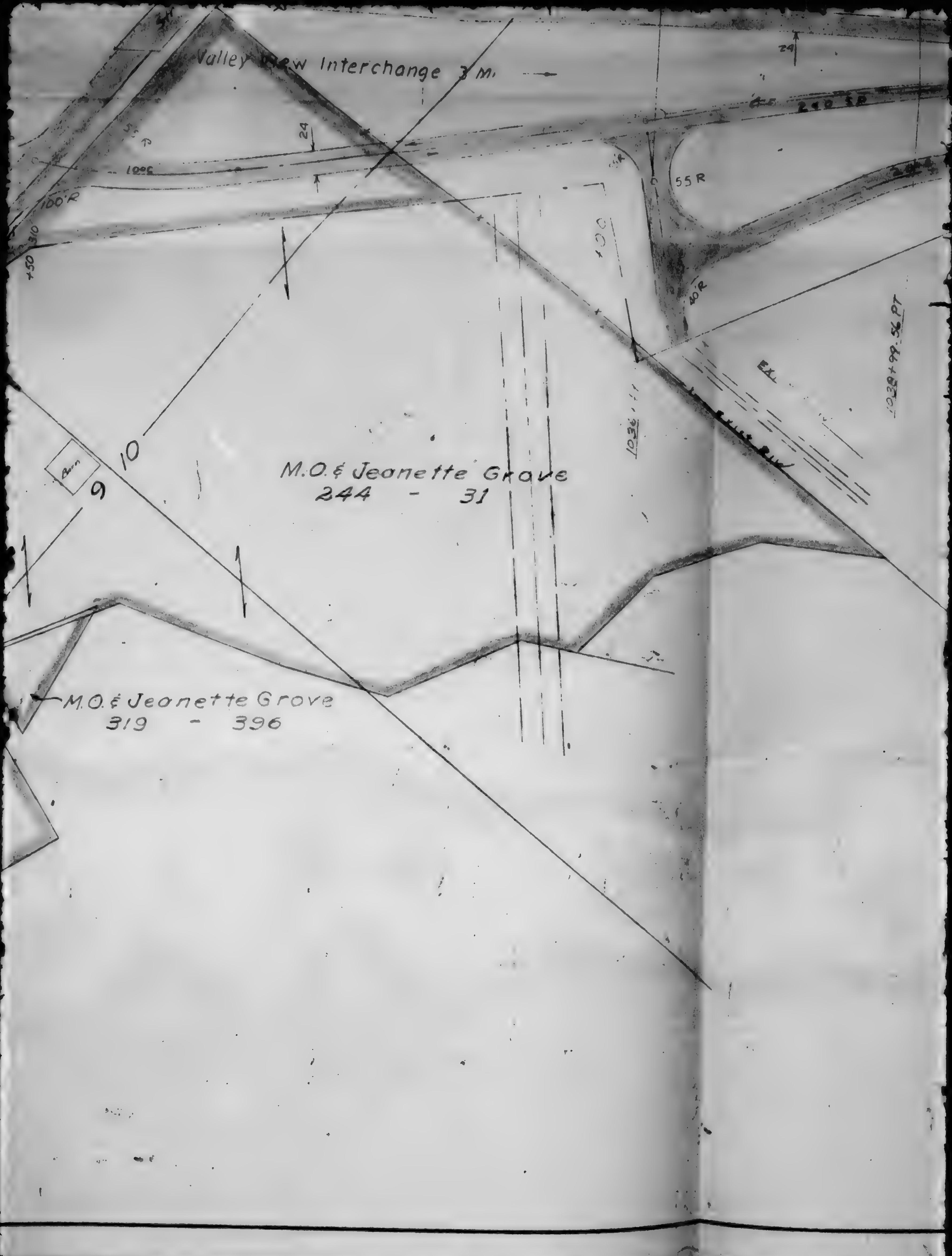
House
Patio
Existing R/W
Tennis Court
M.O. Grove Property
Vol. 253 Pg. 274
M.O.
To Phoenix


Valley View Interchange 3 Mi.
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M.O. & Jeanette Grove
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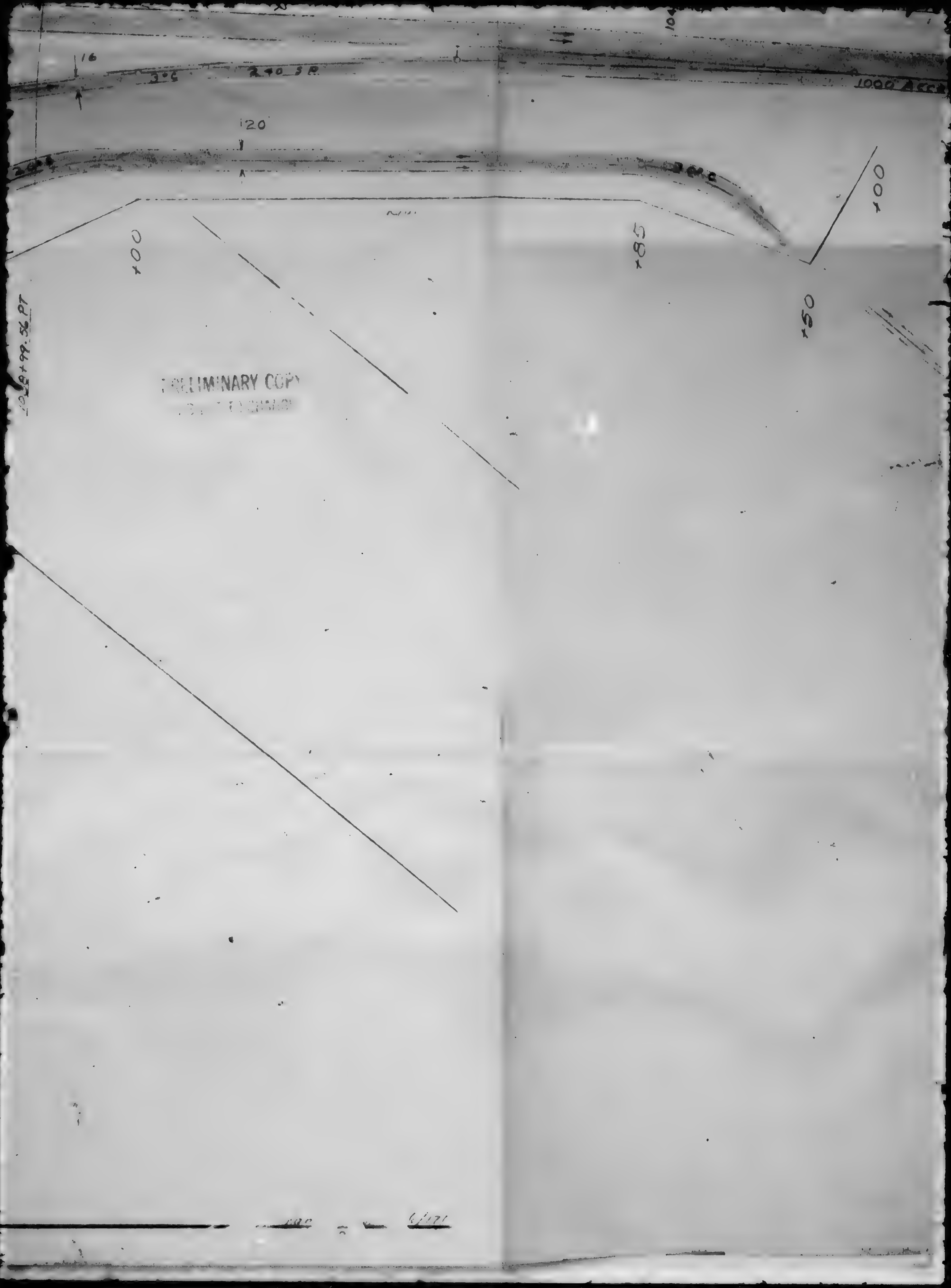
M.O. & Jeanette Grove
319 - 396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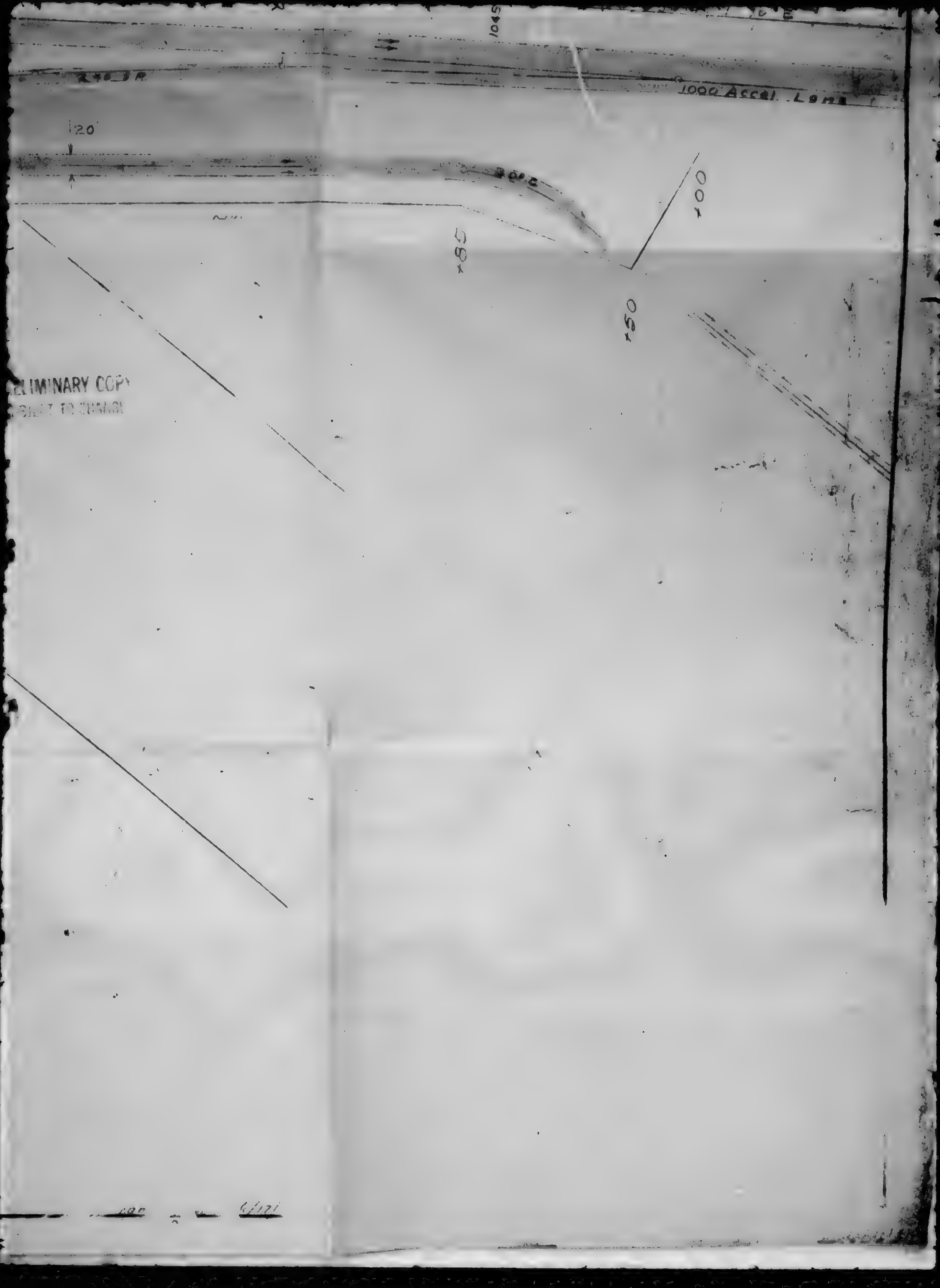
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1000 Accel. Lane
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6/1/71

Larger Kalbberg

Before 70,078
After 48606.50

21,500

Taking 16,500
Damage 5000

Offer

Revised Kolberg

Befor 70,000
Taking 7650

62,350

Taking 4617.50
Zeo 3032.50

7,650.00

March 6, 1961

Mr. Cooper:

Re: State v. Grove, et al.
Our file L-3665 R-29324

YOU HAVE REQUESTED information concerning the above file.

The property lies on Fern Valley Road near Phoenix, Oregon and consists of approximately 35 acres. Two homes are located on the property, both of which lie adjacent to and south of Fern Valley Road.

The just compensation was originally estimated to be in the general area of $21,000 based on a taking of approximately 12½ acres. This original taking adversely affected both home sites and such adverse effects were reflected in the above estimate.

A short time after the original appraisal, it was determined that it would be necessary to acquire a drainage ditch easement over approximately .25 acre. The estimate of just compensation was thus altered to approximately $22,000.

Later the taking was substantially reduced to 8.66 acres. Qualified appraisers have estimated the just compensation on the new basis to be in the area of $7,500.

State Highway Department right of way agents contacted Mr. and Mrs. Grove, the owners of record, and attempted to acquire the needed property by purchase, dealing in the area of $7,500. This was unsuccessful, whereupon a firm offer of $7,850 was delivered to the Groves by date of January 27, 1961. This offer appears to have been rejected and a complaint in condemnation was filed on February 1, 1961. Mr. and Mrs. Grove have retained a Medford firm of attorneys to protect their interests and, unless a settlement is reached in the interim, it is expected that the matter will be concluded by a jury trial, which, as you know, is the method by which most differences of opinion of this sort are concluded.

L. I. Lindas

LEONARD I. LINDAS
Chief Counsel

Demand 25,000

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1960
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I-5-1(50)18

5902

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1960

SUBJECT: Seven Oaks-North Ashland Interstate #5
12th Street-North Ashland
Interchange Unit

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

This is to answer your verbal request for a report on the status of structures on the 12th Street-North Ashland Interchange, Valley View Road Unit of Interstate Highway No. 5 between Medford and Ashland.

On this unit of the interstate system there are three crossings of Bear Creek on the freeway, each with twin bridges, or a total of six structures. There are also five undercrossing structures of county roads. In addition there are two existing structures over Bear Creek on Sunny Crest County Road and Valley View County Road which will either have to be removed and replaced or adjusted to fit new grade lines.

In Mr. Young's report of July 13, Item 4, he states that if the section is let as a grading job, only the twin structures over Bear Creek should be included with the grading. This matter had been talked over between Mr. Paxson, Mr. Young, and myself, and we had agreed that the structures over Bear Creek on the main line should be included in a grading contract. It is my understanding that this section is being worked up as a grading contract only, and we will have the three crossings of Bear Creek involving twin structures ready for the November 1 letting to be included in the grading contract. The above-mentioned crossings of Bear Creek are at approximately Stations 890, 1102, and 1136.

It will be impossible because of our work load to have the undercrossing structures designed and specifications along with the two bridges on the county roads, which must be removed or adjusted ready for the November 1 letting. It would be my idea that these should be contracted in the early Spring of 1961 for a completion in the Fall of 1961. This will require the specifications for the grading project to include an early completion of the fills on the Barnett Road Undercrossing, Fern Valley Road, Sunny Crest County Road, Valley View County Road at Station 1200, and Valley View County Road at Station 1301.

Preliminary work is practically complete on the 3200' long Medford Viaduct, and as soon as approval by the Bureau of Public Roads on this preliminary layout is obtained, design work will begin on this structure. I believe we should be able to have it ready for contract in January of 1961.

Very truly yours,

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. G. S. Paxson
Mr. L. H. Young
Mr. R. L. Porter
Mr. W. T. Wright

FORM 8/90 25M 9-51 88816

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1960

SUBJECT: Seven Oaks-North Ashland Section
Interstate 5

To:

MEMO TO THE FILES

This date, Mr. Cooper, Mr. Paxson and Mr. Young discussed the completion of this section. It is anticipated that this job will be contracted at the November 1 letting.

It was decided that in order to meet the deadline for traffic using the Crater Lake Highway into Medford by September 30, that a composite job must be let which would include grading from Table Rock Road to Jackson Street, paving from Seven Oaks to Jackson Street, and structures throughout, including the railroad revision, with the possible exception of some structures that could be let under separate contract. Mr. Cooper suggested that the job be let with two completion dates, one from Seven Oaks to Crater Lake Interchange and a later one to Jackson Street.

With this in mind, Mr. Paxson, Mr. Merchant and Mr. Young discussed the scheduling of the structures that were necessary for this operation. The following structures are musts which should be included with the grading contract:

Table Rock Road
Bear Creek (2)
Railroad Revision (3)
Crater Lake Detour Structure
Irrigation Diversion Wier

It was also considered highly desirable that the Crater Lake structure over Bear Creek and the Crater Lake structure over the Freeway be included in this. However, if, because of lack of time to design, this could not be done, a later separate structural contract could be let with a completion date on the structures in June, 1961. However, due to the unpredictability of contractor's performance and other matters, it was thought that these should be combined with the grading job if at all possible so as to make the one contractor responsible for the coordination of all facets of the work.

It was decided that the structure on the Freeway over McAndrews Road could be let later this winter and with an early completion date would be fit into the grading and paving contract. Completion date on the section from Crater Lake to Jackson Street could be in the fall of 1962. The specifications for the grading between Crater Lake Highway and Jackson Street should provide for early completion of the fills at the McAndrews Road bridge site so that work on the bridge may be carried on between February and June.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
Frank Hall
Ivan Merchant
F. D. Morgan
V. G. O'Neil
R. L. Porter
Walter T. Wright

RECEIVED
JUL 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-50 8OM 2-60 36116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1960

SUBJECT: Seven Oaks-North Ashland
Interstate 5

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reference is made to your letter of July 8 requesting a status report on Construction Division activities on the subject-named section. Following is the latest information concerning this broken down into the construction units:

TABLE ROCK ROAD-JACKSON STREET:

1. Crater Lake Interchange has been ok'd and the necessary information has been supplied the Design Office.

2. Robert Duff, Manager of Medford, has advised that they will sign the City Agreement and he now has two copies in his possession for this purpose.

3. P.U.C. and vicinity maps for the crossing of the Medford Corporation Railroad have been furnished to the Bridge Department.

4. Right of way descriptions are complete except at the Crater Lake Interchange and will be 100 per cent complete and in the Right of Way Department's hand July 15 with the following possible exceptions:

(a) The Diversion Wier is currently under design in the Bridge Department. We are awaiting a declaration of right of way needs from them.

(b) Borrow area for this section is being resolved and instructions regarding lease negotiations for this will be in the hands of the Right of Way Department by July 22.

5. Vicinity maps for the following named bridges have been turned over to Right of Way:

Table Rock Road
Bear Creek (2)
Railroad Revision (3)

Crater Lake over Bear Creek
Crater Lake over Freeway
Freeway over McAndrews Road
Irrigation Diversion Wier

The above-named structures should be included in the grading project from Table Rock Road to Jackson Street, in view of the fact that you wish to let Seven Oaks-Jackson Street paving in the same job.

JACKSON STREET-12TH STREET SECTION:

All necessary maps have been given to Bridge along with right of way descriptions to the Right of Way Department covering this section. I do not think the Construction Department has further work to do on this section.

12TH STREET-NORTH ASHLAND INTERCHANGE (VALLEY VIEW ROAD):

1. All design problems have been resolved on this section and it is in Frank Hall's office under design. He advises me that they will have completed this the early part of September in time for the November 1 letting.

2. Mr. Attig has advised me that the Bureau of Public Roads is questioning the spacing of the interchanges at Fern Valley and Valley View Road serving Phoenix and Talent respectively. However, he anticipates that ample justification will be provided so that we may have their approval in the early part of next week.

3. Right of way descriptions have been prepared and are in the Right of Way Department's hands.

4. There are eleven structures on this section. If the section is let as a grading job only, the twin structures over Bear Creek should be included with the grading. The other crossings of Bear Creek could be left to a later date, although it would be desirable to have them included. The total structures on this section are as follows:

Barnett Road
Bear Creek (2) Sta. 890, Sta. 1102 (2), Sta. 1136 (2)
Fern Valley Road
Sunny Crest County Road
Valley View Road
North Ashland Interchange.

RECEIVED
JUL 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Tom Edwards
Construction Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:fp
cc G. S. Paxson
Ivan Merchant
R. L. Porter
W. T. Wright

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1960

SUBJECT: Seven Oaks-North Ashland
Interstate 5

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

In response to your letter of July 8 concerning top priority for the subject project, I forward this information on the right of way picture.

We have, at the present time, approximately 166 unclosed files; and the number will probably be swelled to around 180 when we receive descriptions on the Crater Lake Highway Interchange area. We are in the process of reappraising 47 properties where the descriptions have been changed, and we are just beginning appraisal south of Valley View Road.

It appears that appraisal of the remainder of the project will require six months time of the Division Line Appraiser and one man who is assisting him. Two additional agents are headquartered at Medford. The unclosed files represent approximately 2½ man years of production.

Unless we augment our forces, our schedule will be approximately as follows:

Completion of Seven Oaks to Twelfth Street:
about September 30
Twelfth Street to Valley View Road:
March, 1961
Valley View Road to South Ashland:
October to December, 1961

Our current programs are somewhat imbalanced toward Division III, and no additional personnel can be diverted to the Medford area. In order to step up this acquisition program, it will be necessary to employ more personnel.

If I may have some indication of contemplated construction units and proposed letting dates, I shall undertake to acquire the additional manpower needed to meet the schedule.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. Laurence A. Holt

RECEIVED
JUL 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL [illegible] 1959
FOR FILING

FORM E-20 50M 11-58

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1959

SUBJECT: Supplemental Throughway Agreement
Seven Oaks-Ashland Section
Pacific Highway
Jackson County

691

To: G. S. Paxson
Assistant State Highway Engineer

OFFICE

Attached hereto are six copies of the above entitled agreement as per your request of July 2, 1959. The additional exhibit maps will be furnished by County & City Relations.

Additional copies of this agreement are available.

Ted E. Barbera
TED E. BARBERA
Staff Attorney

TEB:klf
Attachments
cc: L. I. Lindas

RECEIVED
JUL 15 1959
ENGINEER
COUNTY & CITY [illegible]

RECEIVED
JUL [illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
July 8, 1960

Seven Oaks-North Ashland
Interstate 5

Mr. G. S. Paxson
Mr. Tom Edwards
Mr. Walter T. Wright

It is the wish of the Highway Commission that the construction of Interstate 5 from Seven Oaks to North Ashland be expedited as much as possible.

Will each of you take the necessary action to assure top priority to this project.

I wish a written report from each of you as to timing of your respective parts of this jigsaw.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

I-80N-3(25) Biggs-Mud Hollow Rd Sec. Sherman
102 & Columbia River Hwys.
#5203 1961

RECEIVED
DEC 23 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

December 12, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: G. W. Harra

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Projects I-80N-3(25)102 and F-152(7)
Biggs Junction-Mud Hollow Section, Sherman Highway
State Contract No. 5903

In the preparation of the final report, subject projects, constructed under the same contract, it was noted that the materials certification dated July 30, 1962 covered only project F-152(7).

At your earliest convenience please furnish a similar materials certification statement for Project I-80N-3(25)102.

original to Young
12-23-63

NOTED
LLOYD P. SHAW

RECEIVED
JUL 22 1963
FOR FILING

ON-3 (2-)

5903

Salem, Oregon
July 18, 1963

Mr. R. L. Porter
Deputy State Highway Engineer
OFFICE

Will you please have someone investigate the timing on the construction project in Spanish Hollow on Highway 197 in Sherman County to see when, in the normal course of events, the road would be opened to the public and also if something could be done to allow grain haulers to use the road during the hauling season. It is presumed that this could be done without substantial cost to the State.

This should be handled right away, as the hauling season is upon us.

Forrest Cooper
State Highway Engineer

FC:fn

cc Victor D. Wolfe

RECEIVED
MAR 12 1963

FOR FILING

ROUGH DRAFT
3-11-63

I-[illegible]

5903

1104

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2925 North Larrabee Avenue
Portland 17, Oregon

Re: Your File D 322 - 0 - 13

Dear Sir:

This to advise you our Maintenance crews will make repairs to the storm damaged channel along the Sherman Highway south of Biggs at approximately Mile Point 2.

The work we plan on doing will involve widening the channel and replacement of the damaged rip rap sections. The work will be handled by our local Maintenance Superintendent Carl Williams, headquartered at The Dalles, Oregon.

Very truly yours,

No further reply necessary
RP 3-12-63

ESH:ib

cc: Dean Swift
Carl Williams
E. S. Hunter

RECEIVED
MAR 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
FEB 15 1963
FOR FILING

February 14, 1963

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Your File D 322 - 0 - 13

This will acknowledge receipt of your letter of February 6, concerning storm damage to riprap adjacent to a channel change on the Sherman Highway south of Biggs. This is on your Grass Valley Branch near railroad M. P. 2.

The Highway Department will look into the matter and will take whatever action is indicated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:mm

cc Mr. Forrest Cooper
Mr. Tom Edwards

Salem, Oregon
February 14, 1963

Mr. Tom Edwards
Assistant State Highway Engineer
OFFICE

Attached is a copy of a letter from the Union Pacific Railroad Company which has to do with alleged damage to riprap on the Sherman Highway a short distance south of Biggs.

I do not know how much actual damage has occurred but our agreement with the Union Pacific will make us liable for any repairs necessary. If substantial work is required, possibly arrangements could be made to have the contractor on the Thornberry-Mud Hollow Section take care of the problem under force account or price agreement.

Please let me have your recommendation as soon as possible so that the matter may be settled with the Railroad.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
attach.

FP 5-5-67

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE
PORTLAND 17, OREGON

FEBRUARY 6, 1963

File Ref. D 322 - 0 - 13

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. R. L. Porter,
Deputy State Highway Engineer

Dear Sir:

This is to advise that recent high water has damaged approximately 500 feet of riprap section on slopes of a channel change made by the State of Oregon in the vicinity of railroad M.P. 2 on our Grass Valley Branch in Sherman County. The channel change was made and riprap placed by the State under an agreement with the Railroads, dated May 22, 1961, covering reconstruction of the Sherman Highway.

Will you please investigate and arrange for necessary repairs to the riprap in accordance with the maintenance provisions of the aforementioned agreement?

We are particularly concerned since there is a possibility of damage to the Railroads' roadbed by more high water.

Yours very truly,

G. H. Baker

NOTED
R. L. PORTER

RECEIVED
FEB 13 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 13 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1962
FOR FILING

I ON-3(25)102

5903

October 12, 1962

Great American Insurance Co.,
Wells-Reed-Wood-West Ins. Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

On September 25, 1962, you were notified of the release of final payment on contract #5903, awarded to C. R. O'Neil, for grading-paving-structures on the Biggs-Mud Hollow Road Section of Sherman and Columbia River Highways in Sherman County.

Final payment on this contract is $10,347.02 and the total contract amount is $634,338.05, including $10,677.89 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Mr. C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

RECEIVED
SEP 25 1962
FOR FILING

[illegible]

5903

September 24, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed July 24 on Contract 5903. The contract was with C. R. O'Neil and was for grading, paving, and structures on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 24, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

Surety letter written 9/25/62

RLP:ajw hlb

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 21, 1962

Section Biggs-Mud Hollow Road

Kind of work Grading, Paving and Structures

Highway Sherman & Col. R. County Sherman

Section prefix 28-1032

Contractor C. R. O'Neil

Contract number 5903

Date of contract May 26, 1961

Specified work days 125

Date work started June 5, 1961

Work days used 125

Project authorization . . . . . $ 714,199.84

Exclusive of engineering . . . . $ 634,844.30

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 671,200

Estimated per cent overrun or underrun . . . . . 3.0 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . . $ 50,787.55

Engineering cost to date $ 64,850, 127.7 %

Date project was completed July 24, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The Washington Tollbridge Authority anticipated the opening of the Sam Hill Bridge across the Columbia River the first part of October.

FINAL REPORT

CONSTRUCTION SECTION
RECEIVED
SEP 24 1962
NOTED
COE

Signed M. D. Glenn

Address Box 420, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.88	1.88		1.88	1.88
Miles partially completed					
Miles completed	1.88	1.88		1.88	1.88
Total estimated quantities (contract)	403,800 c.y.	29,100 T.		38 T.	7,600 T.
Total quantities corrected to date	388,300	30,845		32	7,644
Estimated quantities moved or placed to date	388,300	30,845		32	7,644
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Pt. cloudy		
Saturday			

RECEIVED
SEP 24 1962
FOR FILING

Salem, Oregon
September 21, 1962

Acceptance of Contract

Mr. R. L. Porter
Assistant Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

> Contract No. 5903 with C. R. O'Neil for grading, paving and structures on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, completed July 24, 1962. Contractor's Statement of Materials and Labor - Form FM-47, was received on September 21, 1962.

L. H. Young
Office Engineer
By J AH

DEP:mmb
cc: Floyd Query
C. H. Maisen
F. D. Morgan

Contract S 903 9

Monthly transaction number 778	Fo R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number	**MODIFICATION OF FEDERAL-AID**	County **Sherman**
	PROJECT AGREEMENT 8-16-62	Project number **F-152(7)**

RECEIVED
AUG 28 1962
FOR FILING

I - N - 3 (30)(62)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **April 28**, 19**61**, is hereby modified as follows: S 903

Revised estimated total cost of project $ **609,415.00**

Revised Federal funds $ **377,000.00**

Other revisions
State-Railroad Agreement

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **16** day of **August**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASSISTANT **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~y **A. W. Parsons**
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 8, 1962

RECEIVED
AUG - 9 1962
OFFICE ENGINEERING
DIVISION

Attention: Mr. J. A. Hardie

FROM : A. W. Parsons, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project F-152(7)
Biggs-Mud Hollow Road Section
of the Sherman Highway

Forwarded with your letter dated August 2, 1962, were four copies of an estimate as basis for modification of project agreement for the above project. The estimate has been revised to include the cost of work performed by the Union Pacific Railroad Company in connection with structures carrying the highway over their tracks at two locations.

A copy of the proposed State-Railroad agreement covering these crossings was forwarded for our preliminary examination with Mr. Paxson's letter of April 24, 1961. By letter dated April 26, 1961, we advised that the agreement was considered satisfactory and returned it to the State as requested.

Evidently by oversight, cost of the railroad work was not included in either the P. S. and E. or project agreement estimate. We too failed to note the omission even though the project program data form described the two crossings as part of the improvement.

Although both we and the State are responsible for failure to have it properly authorized, the work has been satisfactorily completed and we believe that, under the circumstances, Federal participation to the extent requested is justified. We are therefore modifying the agreement according to the revised estimate dated August 2, 1962 and the State-Railroad agreement dated May 22, 1961 is hereby approved as of the present date.

The two copies of State-Railroad agreement forwarded with your August 2, 1962 letter are being retained for our files.

Attached are two copies of proposed modification of Federal-aid project agreement for the above subject project, together with one copy of approved detail estimate. If the project agreement is satisfactory, it should be signed and returned to this office.

Nash.

Attachments

August 13, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Biggs-Mud Hollow Road Section, Project No. F-152(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:ra

August 2, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the Biggs-Mud Hollow Road Section, Project No. F-152(7). The estimate has been revised to include cost of work by the Union Pacific Railroad Company.

We are also forwarding two copies of agreement, File No. 32132, dated May 22, 1961, with the Union Pacific Railroad Company relative to construction of the above mentioned project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

Oregon State Highway Department

Federal Aid
Project No. F-152(7)

BIGGS-MUD HOLLOW ROAD SECTION OF THE
SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for modification of project agreement. Estimate revised to include cost of work by the Union Pacific Railroad Company)

Salem, Oregon, August 2, 1962

Type Code 6201
Roadway (Sta. 5+75 to Sta. 107+00)(Contract 5903)

Clearing and Grubbing	All	Required (90%)		$ 8,100.00
Drainage Excavation, Unclassified	215	cu.yd.	3.00	645.00
General Excavation, Unclassified	408,300	cu.yd.	0.42	171,486.00
Extra for Selected Subgrade Material	16,800	cu.yd.	0.35	5,880.00
Short Overhaul	549,000	yd.sta.	0.01	5,490.00
Long Overhaul	12,300	C-yd.sta.	0.40	4,920.00
Finishing Roadbed and Slopes	All	Required (90%)		1,800.00
Rounding Cutbanks	2,900	lin.ft.	0.20	580.00
18-Inch Culvert Pipe	390	lin.ft.	4.15	1,618.50
24-Inch Culvert Pipe	250	lin.ft.	6.50	1,625.00
48-Inch Culvert Pipe	90	lin.ft.	17.00	1,530.00
Metal Guard Rail	7,500	lin.ft.	2.50	18,750.00
Guide Posts, Type M-2	52	only	6.50	338.00
Loose Riprap	2,400	cu.yd.	2.50	6,000.00
Coarse Crushed Material in Base	22,030	ton	1.60	35,248.00
3/4"-0 Material in Base	5,590	ton	1.70	9,503.00
Sprinkling	1,370	M-gal.	1.50	2,055.00
Preparation of Base	All	Required (96%)		480.00
3/4"-0 Material in Binder Course	230	cu.yd.	3.75	862.50
MC-2 Asphalt	36	ton	45.00	1,620.00
Asphaltic Concrete Mixture	7,260	ton	5.25	38,115.00
Asphalt in Mixture	400	ton	32.00	12,800.00
				$ 329,446.00

Flagging (57½% of Contractor's Cost)	All Required (75%)	$ 1,500.00
Signing (Temporary)	All Required (60%)	500.00
Seeding and Mulching	All Required (90%)	2,754.00
		$ 4,754.00

Utilities

Work by Pacific Telephone Northwest	All Required	$ 850.00
Work by Pacific Power & Light Co.	All Required	1,000.00
		$ 1,850.00

Subtotal	$ 336,050.00
10% Engr. & Cont.	33,605.00
Total	$ 369,655.00

Type Code X181
UPRR O'xing Br. #8853 (Sta. 5+75 to Sta. 7+48)(Contract 5903)

Shoring, Cribbing, etc.	All Required (40%)		$ 12,000.00
Structural Excavation	215 cu.yd.	4.00	860.00
Structural Excavation Below Elevation Shown	10 cu.yd.	30.00	300.00
Furnish 10" BP 42# Steel Piling	240 lin.ft.	4.75	1,140.00
Drive Steel Piles	6 only	60.00	360.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (267 cu.yd.)	All Required (18%)		19,947.60
50' to 55' Type 3 Prestressed Beams	8 only	910.00	7,280.00
60' to 65' Type 3 Prestressed Beams	5 only	1,052.00	5,260.00
Metal Reinforcement (52,500 lb.)	All Required (20%)		6,350.00
Metal Parapet Railing	340 lin.ft.	4.50	1,530.00
8-Inch Metal Drain Pipe	65 lin.ft.	4.00	260.00
			$ 55,387.60

Type Code X381
UPRR O'xing Br. #8855 (Sta. 28+31 to Sta. 32+24)(Contract 5903)

Shoring, Cribbing, etc.	All Required (60%)		$ 18,000.00
Structural Excavation	900 cu.yd.	4.00	3,600.00
Structural Excavation Below Elevation Shown	30 cu.yd.	30.00	900.00
Furnish 10" BP 42# Steel Piling	200 lin.ft.	4.75	950.00
Drive Steel Piles	5 only	60.00	300.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (877 cu.yd.)	All Required (60%)		66,492.00
35' to 40' Type 3 Prestressed Beam	4 only	645.00	2,580.00
50' to 55' Type 3 Prestressed Beam	4 only	910.00	3,640.00
75' to 80' Type 3 Prestressed Beam	24 only	1,230.00	29,520.00
Metal Reinforcement (139,000 lb.)	All Required (55%)		17,462.50
Metal Parapet Railing	836 lin.ft.	4.50	3,762.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	440.00
			$ 147,746.50
Work by Union Pacific Railroad Co.	All Required		$ 14,830.00
	Subtotal		$ 217,964.10
	10% Engr. & Cont.		21,795.90
	Total		$ 239,760.00

Length of Roadway - - - - - - - - - - - - - - 1.815 miles
Length of 2 Structures- - - - - - - - - - - - 0.107 miles
Total Length- - - - - - - - - - - - - - - - - 1.922 miles
Cost of roadway per mile- - - - - - - - - - - $203,666.66

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$369,655.00	$229,000.00	$140,655.00
Structure	239,760.00	148,000.00	91,760.00
	$609,415.00	$377,000.00	$232,415.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint: Chap. 529, laws 1939

BIGGS-MUD HOLLOW ROAD SECTION

PROJECT NO. F-152(7)

Estimated cost of work by the Pacific Telephone Northwest (Pacific Telephone and Telegraph)

Labor -	$ 315.00	
Material and Supplies - - - - - - - - - - - - -	385.00	
Equipment - - - - - - - - - - - - - - - - - - -	95.00	
ConstructionOverhead Costs- - - - - - - - - - -	125.00	
Salvage Credit- - - - - - - - - - - - - - - - -	70.00	Cr.
	$ 850.00	
Use	$ 850.00	

Estimated cost of work by the Pacific Power and Light Co.

Labor -	$ 554.58	
Materials - - - - - - - - - - - - - - - - - -	274.91	
Equipment - - - - - - - - - - - - - - - - - -	57.96	
Overhead - - - - - - - - - - - - - - - - - - -	156.60	
Salvage Credit- - - - - - - - - - - - - - - - -	27.60	Cr.
	$1,016.45	
Use	$1,000.00	

Estimated cost of work by the Union Pacific Railroad Co.

Furnish labor and material for installation of track guard rail- - - - - -	$ 680.00	
Furnish labor and material for temporary permanent rearrangement of signal and communication lines- - - - - - - - - - - -	13,930.00	
Remove and rearrange right of way fences - -	400.00	
Salvage Credit	- 180.00	Cr.
	$14,830.00	
Use	$14,830.00	

8-1-61

JG 13 1961
FOR FILING
8-24

Monthly Transaction No.	For. 1-2 (0-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
		County **Sherman**
Project Report No. F-[illegible] 6	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **F-152(7)**

5963

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 97. Biggs south 2 miles
(Biggs-Mud Hollow Section

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**5-1-61**	**1.9**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **593,102**	Federal funds $ **367,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

State Highway Engineer
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

C. C. Pike
By: C. C. Pike
Acting Administrative Manager

Date executed by
Division Engineer **August 4, 1961**

USComm-DC 40257

August 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Biggs-Mud Hollow Road Section, Project No. F-152(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

June 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Biggs-Mud Hollow Road Section, Project No. F-152(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. F-152(7)

BIGGS-MUD HOLLOW ROAD SECTION OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 28, 1961

Type Code 6201
Roadway (Sta. 5+75 to Sta. 137+00) (Contract 5903)

Clearing and Grubbing	All	Required (90%)		$ 8,100.00
Drainage Excavation, Unclassified	215	cu. yds.	$ 3.00	645.00
General Excavation, Unclassified	408,300	cu. yds.	0.42	171,486.00
Extra for Selected Subgrade Material	16,800	cu. yds.	0.35	5,880.00
Short Overhaul	549,000	yd. sta.	0.01	5,490.00
Long Overhaul	12,300	C-yd. sta.	0.40	4,920.00
Finishing Roadbed and Slopes	All	Required (90%)		1,800.00
Rounding Cutbanks	2,900	lin. ft.	0.20	580.00
18-inch Culvert Pipe	390	lin. ft.	4.15	1,618.50
24-inch Culvert Pipe	250	lin. ft.	6.50	1,625.00
48-inch Culvert Pipe	90	lin. ft.	17.00	1,530.00
Metal Guard Rail	7,500	lin. ft.	2.50	18,750.00
Guide Posts, Type W-2	52	only	6.50	338.00
Loose Riprap	2,400	cu. yds.	2.50	6,000.00
Coarse Crushed Material in Base	22,030	tons	1.60	35,248.00
3/4" - 0 Material in Base	5,590	tons	1.70	9,503.00
Sprinkling	1,370	M-gals.	1.50	2,055.00
Preparation of Base	All	Required (96%)		480.00
3/4" - 0 Material in Binder Course	230	cu. yds.	3.75	862.50
MC-2 Asphalt	36	tons	45.00	1,620.00
Asphaltic Concrete Mixture	7,260	tons	5.25	38,115.00
Asphalt in Mixture	400	tons	32.00	12,800.00
				$329,446.00
Flagging (57½% of Contractor's Cost)	All	Required (75%)		$ 1,500.00
Signing (Temporary)	All	Required (60%)		500.00
Seeding and Mulching	All	Required (90%)		2,754.00
				$ 4,754.00
Utilities				
Work by Pacific Telephone Northwest	All	Required		$ 850.00
Work by Pacific Power & Light Co.	All	Required		1,000.00
				$ 1,850.00
	Subtotal			$336,050.00
	10% Engr. & Cont.			33,605.00
		Total		$369,655.00

Type Code X161
UPRR O'xing Br. #8853 (Sta. 5+75 to Sta. 7+48) (Contract 5903)

Shoring, Cribbing, Etc.	All Required (40%)		$ 12,000.00
Structural Excavation	215 cu. yds.	$ 4.00	860.00
Structural Excavation Below Elevation Shown	10 cu. yds.	30.00	300.00
Furnish 10" BP 42# Steel Piling	240 lin. ft.	4.75	1,140.00
Drive Steel Piles	6 only	60.00	360.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (267 cu. yds.)	All Required (18%)		19,947.60
50' to 55' Type 3 Prestressed Beams	8 only	910.00	7,280.00
60' to 65' Type 3 Prestressed Beams	5 only	1,052.00	5,260.00
Metal Reinforcement (52,500 lb.)	All Required (20%)		6,350.00
Metal Parapet Railing	340 lin. ft.	4.50	1,530.00
8-inch Metal Drain Pipe	65 lin. ft.	4.00	260.00
			$ 55,387.60

Type Code Y351
UPRR O'xing Br. #8855 (Sta. 28+31 to Sta. 32+24) (Contract 5903)

Shoring, Cribbing, Etc.	All Required (60%)		$ 18,000.00
Structural Excavation	900 cu. yds.	$ 4.00	3,600.00
Structural Excavation Below Elevation Shown	30 cu. yds.	30.00	900.00
Furnish 10" BP 42# Steel Piling	200 lin. ft.	4.75	950.00
Drive Steel Piles	5 only	60.00	300.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (877 cu. yds.)	All Required (60%)		66,492.00
35' to 40' Type 3 Prestressed Beam	4 only	645.00	2,580.00
50' to 55' Type 3 Prestressed Beam	4 only	910.00	3,640.00
75' to 80' Type 3 Prestressed Beam	24 only	1,230.00	29,520.00
Metal Reinforcement (139,000 lb.)	All Required (55%)		17,462.50
Metal Parapet Railing	836 lin. ft.	4.50	3,762.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00	440.00
			$147,746.50
	Subtotal		$203,134.10
	10% Engr. & Cont.		20,312.90
	Total		$223,447.00

Length of Roadway . . . . 1.815 Miles
Length of 2 Structures . . . . 0.107 Mile
Total Length . . . . 1.922 Miles
Cost of Roadway Per Mile $203,666.66

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$369,655.00	$229,000.00	$140,655.00
Structure	223,447.00	138,000.00	85,447.00
	$593,102.00	$367,000.00	$226,102.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint: Chap. 529, laws 1939

BIGGS-MUD HOLLOW ROAD SECTION

PROJECT NO. F-152(7)

Estimated cost of work by the Pacific Telephone Northwest (Pacific Telephone and Telegraph)

Labor	$ 315.00	
Material and Supplies	385.00	
Equipment	95.00	
Construction Overhead Costs	125.00	
Salvage Credit	70.00	Cr.
	$ 850.00	
Use	$ 850.00	

Estimated cost of work by the Pacific Power and Light Co.

Labor	$ 554.58	
Materials	274.91	
Equipment	57.96	
Overhead	156.60	
Salvage Credit	27.60	Cr.
	$1,016.45	
Use	$1,000.00	

(4)

Oregon State Highway Department

Federal Aid
Project No. F-152(7)

BIGGS-MUD HOLLOW ROAD SECTION OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 24, 1961

Type Code 6201
Roadway (Sta. 5+75 to Sta. 107+00)

Clearing and Grubbing	All	Required (90%)		$ 4,500.00	
Drainage Excavation, Unclassified	215	cu.yds.	$ 4.00	860.00	
General Excavation, Unclassified	408,300	cu.yds.	0.47	191,901.00	
Extra for Selected Subgrade Material	16,800	cu.yds.	0.15	2,520.00	
Short Overhaul	549,000	yd.stas.	0.01	5,490.00	
Long Overhaul	12,300	C-yd.stas.	0.40	4,920.00	
Finishing Roadbed and Slopes	All	Required (90%)		1,800.00	
Rounding Cutbanks	2,900	lin.ft.	0.20	580.00	
18-inch Culvert Pipe	390	lin.ft.	3.50	1,365.00	
24-inch Culvert Pipe	250	lin.ft.	6.00	1,500.00	
48-inch Culvert Pipe	90	lin.ft.	15.00	1,350.00	
Metal Guard Rail	7,500	lin.ft.	2.50	18,750.00	
Guide Posts, Type W-2	52	only	7.50	390.00	
Loose Riprap	2,400	cu.yds.	2.00	4,800.00	
Course Crushed Material in Base	22,030	tons	1.20	26,436.00	
3/4" - 0 Material in Base	5,590	tons	1.30	7,267.00	
Sprinkling	1,370	M-gals. 56%	3.00	4,110.00	
Preparation of Base	All	Required (90%)		~~[illegible]~~	480.00
3/4" - 0 Material in Binder Course	230	cu.yds.	4.00	920.00	
MC-2 Asphalt	36	tons	40.00	1,440.00	
Asphaltic Concrete Mixture	7,260	tons	4.75	34,485.00	
Asphalt in Mixture	400	tons	30.00	12,000.00	
				$327,834.00 327,864.00	
Flagging (57½% of Contractor's Cost)	All	Required (75%)		$ 1,500.00	
Signing (Temporary)	All	Required ~~[illegible]~~		~~300.00~~	500.00
Seeding and Mulching	All	Required (90%)		2,754.00	
~~[illegible]~~	~~All~~	~~Required~~		~~1,200.00~~	
				~~$ [illegible]~~ 4,754.00	

Utilities

Work by Pacific Telephone Northwest	All Required		$ 1,405.00
Work by Pacific Power & Light Co.	All Required		1,500.00
			$ 2,905.00
Subtotal		$ 335 523.00	$336,593.00
10% Engr & Cont.		33,552.30	33,659.00
Total		369 075.30	$370,252.00

Length of Roadway	1.815 Miles
Length of 2 Structures.	0.107 Mile
Total Length	1.922 Miles
Cost of Roadway Per Mile.	~~$203,995.59~~ 203,347.10

SUMMARY OF FUNDS

Description		Total Cost	Federal Funds	State Funds
			232,000.00	137,075.00
Roadway	369,075.00	~~$370,252.00~~	~~$233,000.00~~	~~$137,252.00~~
Structure		200,333.00	126,000.00	74,333.00
		~~$570,585.00~~	$359,000.00	~~$211,585.00~~
		569,408.—	358,000.00	211,408.00

Oregon State Highway Department

Federal Aid
Project No. F-152(7)

BIGGS-MUD HOLLOW ROAD SECTION OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 24, 1961

Type Code 6201
Roadway (Sta. 5+75 to Sta. 107+00)

Clearing and Grubbing	All	Required (90%)		$ 4,500.00
Drainage Excavation, Unclassified	215	cu.yds.	$ 4.00	860.00
General Excavation, Unclassified	408,300	cu.yds.	0.47	191,901.00
Extra for Selected Subgrade Material	16,800	cu.yds.	0.15	2,520.00
Short Overhaul	549,000	yd.stas.	0.01	5,490.00
Long Overhaul	12,300	C-yd.stas.	0.40	4,920.00
Finishing Roadbed and Slopes	All	Required (90%)		1,800.00
Rounding Cutbanks	2,900	lin.ft.	0.20	580.00
18-inch Culvert Pipe	390	lin.ft.	3.50	1,365.00
24-inch Culvert Pipe	250	lin.ft.	6.00	1,500.00
48-inch Culvert Pipe	90	lin.ft.	15.00	1,350.00
Metal Guard Rail	7,500	lin.ft.	2.50	18,750.00
Guide Posts, Type W-2	52	only	7.50	390.00
Loose Riprap	2,400	cu.yds.	2.00	4,800.00
Coarse Crushed Material in Base	22,030	tons	1.20	26,436.00
3/4" - 0 Material in Base	5,590	tons	1.30	7,267.00
Sprinkling	1,370	M-gals.	3.00	4,110.00
Preparation of Base	All	Required (96%)		480.00
3/4" - 0 Material in Binder Course	230	cu.yds.	4.00	920.00
MC-2 Asphalt	36	tons	40.00	1,440.00
Asphaltic Concrete Mixture	7,260	tons	4.75	34,485.00
Asphalt in Mixture	400	tons	30.00	12,000.00
				$327,864.00
Flagging (57½% of Contractor's Cost)	All	Required (75%)		$ 1,500.00
Signing (Temporary)	All	Required		500.00
Seeding and Mulching	All	Required (90%)		2,754.00
				$ 4,754.00
Utilities				
Work by Pacific Telephone Northwest	All	Required		$ 1,405.00
Work by Pacific Power & Light Co.	All	Required		1,500.00
				$ 2,905.00
	Subtotal			$335,523.00
	10% Engr. & Cont.			33,552.00
		Total		$369,075.00

Type Code X181
UPRR O'xing (Br. #8853)(Sta. 5+75 to Sta. 7+48)

Shoring, Cribbing, Etc.	All Required (40%)		$ 2,400.00
Structural Excavation	215 cu.yds.	$ 5.00	1,075.00
Structural Excavation Below Elevation Shown	10 cu.yds.	10.00	100.00
Furnish 10" BP 42# Steel Piling	240 lin.ft.	5.00	1,200.00
Drive Steel Piles	6 only	100.00	600.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (267 cu.yds. at $68.00)	All Required (18%)		18,156.00
50' to 55' Type 3 Prestressed Beams	8 only	1,000.00	8,000.00
60' to 65' Type 3 Prestressed Beams	5 only	1,150.00	5,750.00
Metal Reinforcement (52,500 lbs. at $0.135)	All Required (20%)		7,087.50
Metal Parapet Railing	340 lin.ft.	7.00	2,380.00
8-inch Metal Drain Pipe	65 lin.ft.	4.00	260.00
			$ 47,088.50

Type Code X381
UPRR O'xing (Br. #8855)(Sta. 28+31 to Sta. 32+24)

Shoring, Cribbing, Etc.	All Required (60%)		$ 3,600.00
Structural Excavation	900 cu.yds.	$ 5.00	4,500.00
Structural Excavation Below Elevation Shown	30 cu.yds.	10.00	300.00
Furnish 10" BP 42# Steel Piling	200 lin.ft.	5.00	1,000.00
Drive Steel Piles	5 only	100.00	500.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (877 cu.yds. at $68.00)	All Required (60%)		59,636.00
35' to 40' Type 3 Prestressed Beam	4 only	600.00	2,400.00
50' to 55' Type 3 Prestressed Beam	4 only	1,000.00	4,000.00
75' to 80' Type 3 Prestressed Beam	24 only	1,415.00	33,960.00
Metal Reinforcement (139,000 lbs. at $0.135)	All Required (55%)		18,765.00
Metal Parapet Railing	836 lin.ft.	7.00	5,852.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	440.00
			$135,033.00
	Subtotal		$182,121.50
	10% Engr. & Cont.		18,211.50
	Total		$200,333.00

Length of Roadway	1.815 Miles
Length of 2 Structures	0.107 Mile
Total Length	1.922 Miles
Cost of Roadway Per Mile	$203,347.10

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$369,075.00	$232,000.00	$137,075.00
Structure	200,333.00	126,000.00	74,333.00
	$569,408.00	$358,000.00	$211,408.00

Prestressed Beam Quantities

35' to 40' Beams

Overhead		$ 80.60
Metal Reinforcement	789 lbs. at $0.125	98.63
Prestressed Steel	212 lbs. at $0.40	84.80
Class "A-A" Concrete	5.6 cu.yds. at $60.00	336.00
		$ 600.03

50' to 55' Beams

Overhead		$ 94.07
Metal Reinforcement	1,097 lbs. at $0.125	137.13
Prestressed Steel	692 lbs. at $0.40	276.80
Class "A-A" Concrete	8.2 cu.yds. at $60.00	492.00
		$1,000.00

60' to 65' Beams

Overhead		$ 92.42
Metal Reinforcement	987 lbs. at $0.125	123.38
Prestressed Steel	921 lbs. at $0.40	368.40
Class "A-A" Concrete	9.43 cu.yds. at $60.00	565.80
		$1,150.00

75' to 80' Beams

Overhead		$ 98.00
Metal Reinforcement	1,256 lbs. at $0.125	157.00
Prestressed Steel	1,190 lbs. at $0.40	476.00
Class "A-A" Concrete	11.4 cu.yds. at $60.00	684.00
		$1,415.00

RECEIVED
[illegible] 10 1962

FOR FILING

1963

477 Cottage Street, N.E.
Salem, Oregon

August 8, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Attention: Mr. J. A. Hardie

A. W. Parsons, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project F-152(7)
Biggs-Mud Hollow Road Section
of the Sherman Highway

Forwarded with your letter dated August 2, 1962, were four copies of an estimate as basis for modification of project agreement for the above project. The estimate has been revised to include the cost of work performed by the Union Pacific Railroad Company in connection with structures carrying the highway over their tracks at two locations.

A copy of the proposed State-Railroad agreement covering these crossings was forwarded for our preliminary examination with Mr. Paxson's letter of April 24, 1961. By letter dated April 26, 1961, we advised that the agreement was considered satisfactory and returned it to the State as requested.

Evidently by oversight, cost of the railroad work was not included in either the P. S. and E. or project agreement estimate. We too failed to note the omission even though the project program data form described the two crossings as part of the improvement.

Although both we and the State are responsible for failure to have it properly authorized, the work has been satisfactorily completed and we believe that, under the circumstances, Federal participation to the extent requested is justified. We are therefore modifying the agreement according to the revised estimate dated August 2, 1962 and the State-Railroad agreement dated May 22, 1961 is hereby approved as of the present date.

The two copies of State-Railroad agreement forwarded with your August 2, 1962 letter are being retained for our files.

Attached are two copies of proposed modification of Federal-aid project agreement for the above subject project, together with one copy of approved detail estimate. If the project agreement is satisfactory, it should be signed and returned to this office.

NOTED
R. L PORTER

AUG [illegible] 1962

Attachments

original - Young
8-9-62

RECEIVED
1962
FOR FILING

477 Cottage Street NE
Salem, Oregon

August 6, 1962

Forrest Cooper
State Highway Engineer
Salem, Oregon

5903

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Projects I-80N-3(25)102; F-152(7)
Biggs - Mud Hollow Section, Sherman and
Columbia River Highways, Contract No. 5903

Reference is made to Mr. L. H. Young's letter dated July 31, 1962 advising that work was completed on July 24, 1962, Contract No. 5903.

We are able and willing to furnish you a letter, after due inspection of the completed work, that the contract items involved in any given contract have, or have not, been completed to our satisfaction. Such a letter, of course, does not constitute acceptance of the project.

On June 12, 1962, with contract items considered 99% plus complete, our area engineer inspected subject projects accompanied by your Division Engineer Swift and Resident Engineer Glenn. On this date agreement was reached that upon completion and correction of relatively minor amounts of work, the work contemplated under subject contract would be considered acceptable. With your notification that all contract work has been completed there is every reason to believe that, upon final inspection, no acceptance difficulties will arise.

Before this or any other project can be accepted, the area engineer must submit a final report which complies with the requirements of Section 21, P.P.M. 20-6.1 dated January 29, 1962 as amended by PPM 20-6.1(1) dated March 14, 1962. Your cooperation in furnishing the necessary data promptly will operate to expedite final acceptance.

WHS/re

original To Young
8-7-62

RECEIVED
JUL 31 1962
FOR FILING

5903

July 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 24, 1962, on Contract No. 5903, Biggs-Mud Hollow Road Section, in Sherman County, in connection with Federal-Aid Project No. I-80N-3(25)102, F-152(7).

Please advise us, by letter, of the date on which this contract is accepted by the Bureau of Public Roads. If there are conditions which prevent your acceptance, please advise us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: H. S. Cox

DBP:cr

RECEIVED
JUL 31 1962
FOR FILING

59-3

July 31, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Co.
2525 N. Larrabee Ave.,
Portland 17, Oregon

Dear Sir:

This is to advise you that work was completed July 24, 1962 on the Biggs-Mud Hollow Road Section in Sherman County, State Highway Contract No. 5903.

Agreement with your company is involved in connection with work on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: C. E. Maison

[illegible]:cr

RECEIVED
AUG 1 1962
FOR FILING

[illegible]

5903

July 31, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2545 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

This is to advise that the work on the Biggs-Mud Hollow Section of the Sherman Highway, including overcrossings of your main line and your Grass Valley Branch, was completed on July 24, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

bc Mr. Forrest Cooper
Mr. F. B. Klaboe

IVMMTOHM

CDN BND 158 7-20-62 3:17 PM

KLABCE

ALL WORK BIGGS-MUD HOLLOW WILL BE FINISHED BY JULY 24 AHEAD OF THE EXPIRATION OF INSURANCE.

SWIFT

PP:,.

RR Xings @ UP mainline @ Biggs
& Spanish Hollow Xings.

NOTED
G. S. PAXSON

FORM S-1202 1000

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5903

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~
The Dalles

CONSTRUCTION DIVISION
RECEIVED
JUL 30 1962

July 27, 1962

Mr. G.H. Baker
Superintendent
Union Pacific Railroad Co.
2525 North Larrabee Ave.
Portland 17, Oregon

Re: Biggs-Mud Hollow Road Project
Sherman Highway
Sherman County

W.O.S. 5159 & 5161

Attention; Mr. A.V. Didier, Ass't. Engineer

Dear Sir;

This is to notify you that our contractors have completed the work on the over-crossings at M.P. 104.02 on your mainlime and M.P. 8.81 on the branch line. Work was completed on July 24,1962.

I believe you have additional work to do in re-establishing your signal and communications lines and replacing right of way fence. Will you please notify us when you anticipate this work so that we may have a represenative of our department on hand.

I expect our seeding and mulching crew thru this area in approximately two weeks. At that time we will reseed the area north of M.P. 104.02 where the sand blow was fouling your tracks. This area has been covered with a blanket of rock and with the seeding of this area you should not have any further trouble. I will notify you when a definate date for doing this work is known.

Yours very truly,

M.D. Glenn
Resident Engineer

cc: F.D. Morgan
Dean Swift

Send copy to Paxson
JBK.

NOTED
G. S. PAXSON

RECEIVED
JUL 9 1962
FOR FILING

5963

Salem, Oregon
June 7, 1962

Agenda Item 1c-3

File No. 31788 - Finley
Biggs Junction-Mud Hollow Road Section
Sherman Highway
Sherman County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the Clyde L. Finley property on the Biggs Junction-Mud Hollow Road Section of the Sherman Highway in Sherman County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

[illegible]
Attach: 2

FORM E-30 80M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1962

AGENDA
MAY 25 1962

1C-3

To: Mr. Floyd Query
Secretary

Office

SUBJECT: AGENDA ITEM FOR
MAY 25 MEETING
File No. 31788 - Finley
Biggs Junction-Mud Hollow
Road Section
Sherman Highway
Sherman County

1 copy in Sec'y [illegible]

Please place on the agenda of the May 25 meeting an Indenture of Access between the State of Oregon and Clyde L. and Virginia E. Finley.

Two copies of the instrument should be returned to us after approval and execution by the State Highway Commission.

L. I. Lindas
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

zg
Attachments
Indenture in triplicate

cc Mr. L. I. Lindas

Ⓐ
2 COPIES TO
BE SIGNED
(by Commission)

OTED
OYD QUE

R.E.

9

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APR 23 1962
FOR FILING

[illegible]

5903

April 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5-Revised, covering slide removal and resloping cutbanks on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal-aid Project No. I-80N-3(25)102, F-152(7).

This order is to cover additional slide removal under the original order approved by the BPR November 29, 1961. The additional estimate of cost is $3,318.50.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

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MAR 29 1962

FOR FILING

[illegible]

5903

March 26, 1962

Mr. G. E. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Biggs-Mud Hollow Sand Section
Columbia River Highway

We have looked into the problem caused by sand blowing over your tracks in the vicinity of Biggs Junction. Coarse material has been bladed over the blowing area, and as soon as the contractor returns to work on the project additional coarse material will be used to blanket the area to eliminate the difficulty.

It is hoped that this will remedy the situation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. F. D. Morgan
Mr. Dean Swift

CHB:bjh ms

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1962

SUBJECT: Blow-sand on Union Pacific Railroad
Biggs-Mud Hollow Road Section
Columbia River Highway
Contract No. 5903

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

We have been advised that coarse ballast has been bladed over the blowing area and that 1½-0 base material will be used to blanket the area when the contractor returns to work on this project. This is being done at the contractor's expense.

A complaint was made of this blowing by the Union Pacific Railroad on March 2, 1962. It is recommended that the railroad be told what has been done and what is planned to eliminate this trouble.

A rough draft to the Union Pacific Railroad is attached.

F. D. Morgan
Construction Engineer

By F. D. Klaboe
F. D. Klaboe
Assistant Construction Engineer

GHB:bjh

Attachment

RECEIVED
MAR 22 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5903

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 20, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Projects F-152(7) and I-80N-3(25)102
Biggs-Mud Hollow and Biggs Interchange Sections

Dear Mr. Polk:

Reference is made to your letter of March 6, 1962, in which you question the sampling and testing procedure used and the results obtained from such procedures on these projects. Since receiving your letter we have had our Central Laboratory in Salem assign men under their supervision to take further samples from the material stockpiled on the project. These samples have now been analyzed and the results show that seven samples out of seven samples taken pass the specifications for the project. We have also checked up on the samples taken during the manufacture of the materials and find that only two out of thirteen failed to pass the specifications.

For your further information, the 3/4 minus material on the road has been examined and shows evidence of being contaminated by the coarse crushed base material which underlies it. You are aware that this section has been maintained under traffic all winter and that it has often been necessary to do fairly deep blading in order to remove corrugations and other holes on the roadway surface itself. It is impossible to perform this work without getting some intermingling of the coarse crushed base and the leveling material.

As stated in your letter, the sampling of the stockpiles recently taken and which failed was, undoubtedly, improperly done. We believe that these new samples taken by the Central Laboratory have established that the material is suitable for use.

Very truly yours,
F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
MAR 21 1962
OFFICE OF
HIGHWAY ENGINEER

FBK:bjh

cc: R. L. Porter ✓
G. S. Harra
Dean Swift

RECEIVED
MAR 22 1962
FOR FILING
4903

March 19, 1962

Mr. G. E. Baker, Superintendent
Union Pacific Railroad Company
2525 No. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Biggs Junction-Wasco Section
Sherman Highway
Sherman County

Reference is made to your letter of March 7 concerning the grade crossing of your track by the connection of the Mud Hollow County Road to the highway. You made four requests in connection with this project.

(1) We have revised the grade line of the county road at the point where it crosses your track to provide 35 feet of level grade on the west or south side of the track. This will connect with the present county road and will ascend to the west at whatever grade the county road is now on. On the easterly side of the track we have a bridge over the creek and we do not want to put any part of a vertical curve or grade break on this bridge. We will level the grade out to the end of the bridge, which will give 20 feet of level grade on this side. We have also revised the grade line leading from the highway to the track so that it is reduced to 4.22 per cent.

(2) We will provide asphaltic concrete pavement between the rails at the crossing.

(3) Since this is an improvement of an existing crossing and not the establishment of any new crossing, we feel that the timber headers to hold the paving off of the rails should be provided at Railroad's cost. I have not looked up the old permit for this crossing, but if it is similar to other permits, it would throw the entire burden of the maintenance of the

crossing upon the Railroad Company, including the pavement, which we are willing to assume.

(4) We will pay the cost of relocating the existing crossbuck at the crossing.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. N. Hershberger

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MARCH 7, 1962

(File Ref. D 322 - 0 - 16)

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Kindly refer to your letter of February 15 concerning your proposed relocation of the Mud Hollow County Road crossing in connection with reconstruction of the Second Unit of the Biggs Junction-Wasco Section of Sherman Highway.

After examining your Vicinity Map and Profile Drawing and having field check made of the existing crossing, we request that the following changes be made in your proposal:

1. Revise the grade line for the proposed crossing to provide a level section at the crossing, as indicated on attached print of Railroad's Drawing 0-7740-II.

See [illegible]
[illegible]

2. Provide asphaltic concrete paving between the rails of the crossing. The existing crossing has paving between the rails and the paving extends to either side of the track for a few feet.

3. The Railroad will provide timber headers consisting of 1 timber placed adjacent to and on both sides of each rail, at the State's expense, for the relocated crossing.

4. The Railroad will relocate existing standard crossbuck signs for new location of crossing, at State's expense.

NOTED
G. S. PAXSON

#2
Mr. Forrest Cooper

March 7, 1962

With the aforementioned changes in your proposal, we will have no objections to your relocation of this crossing.

Very truly yours,

G. H. Baker

G. H. Baker,
Superintendent

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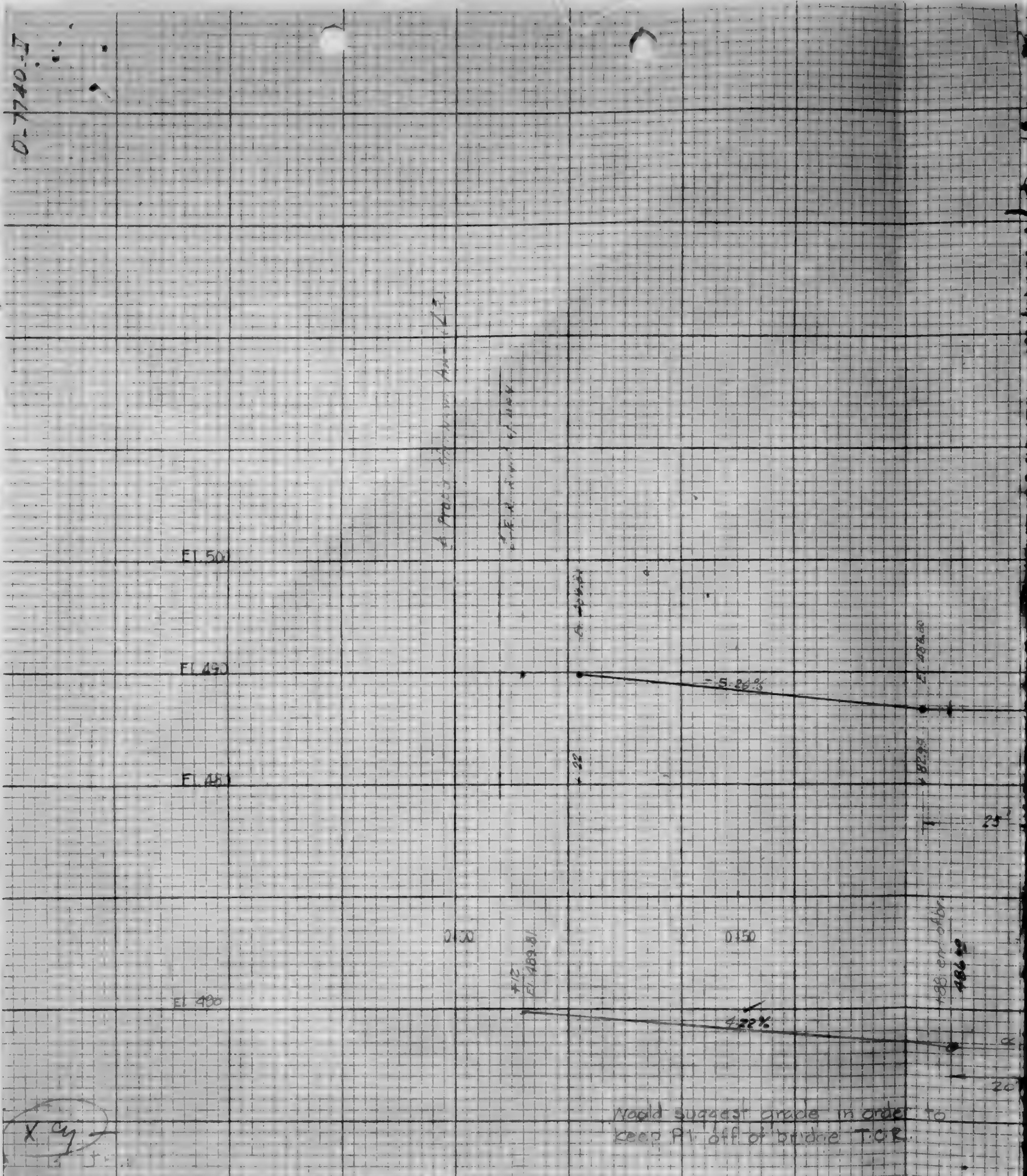
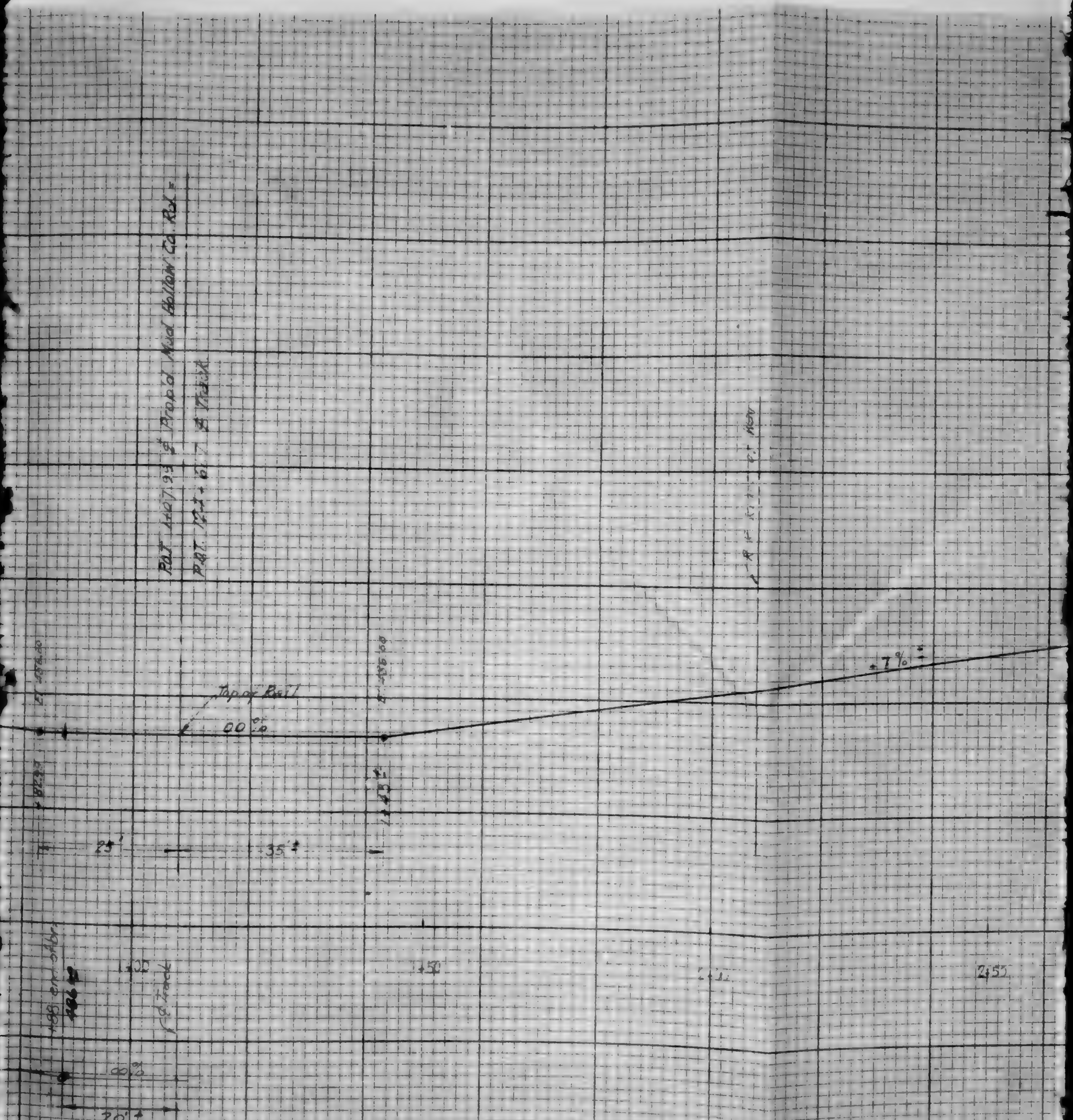
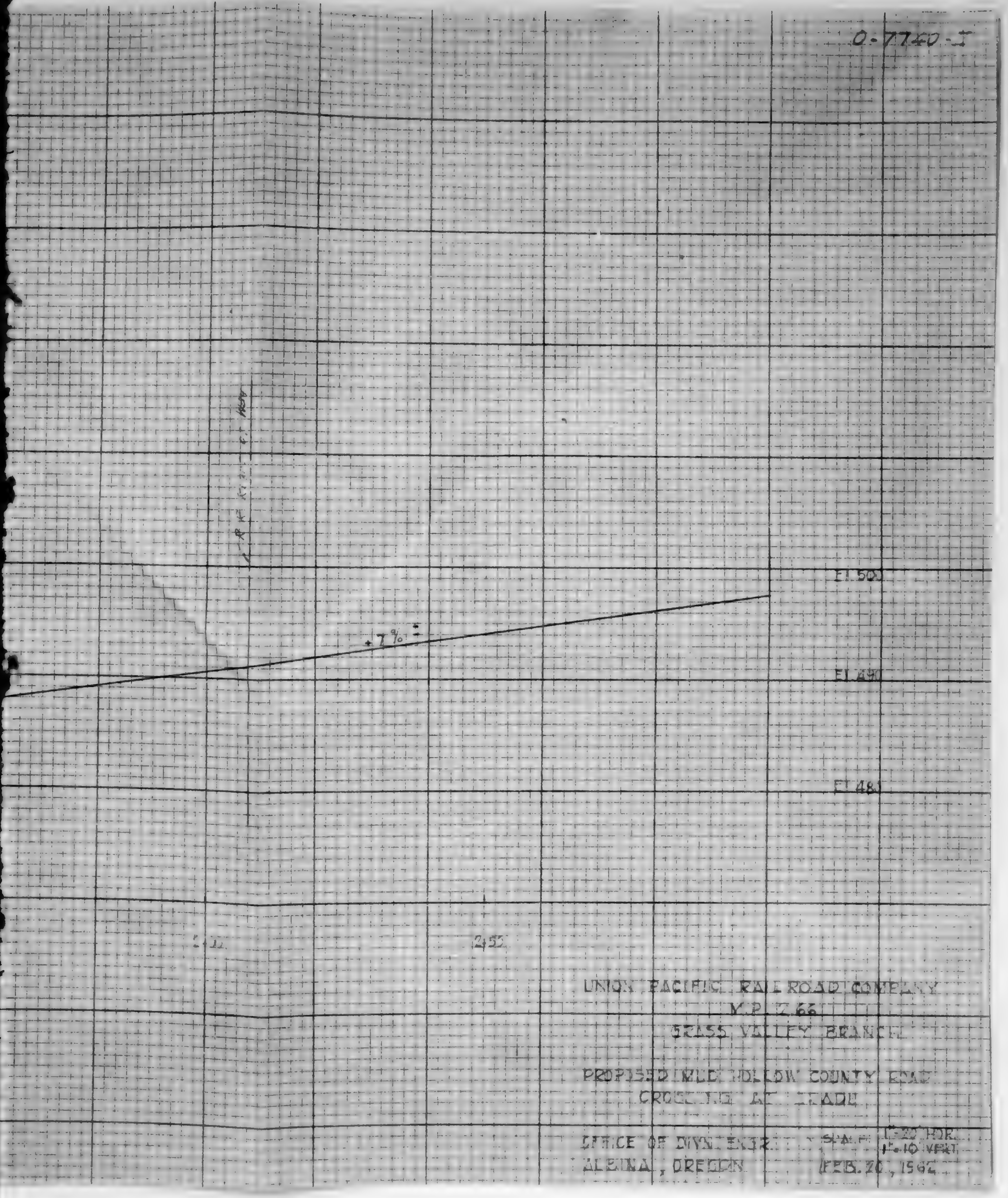
MAR 1[illegible] 1962
OREGON
STATE HIGHWAY COMMISSION

D-7740-I



Would suggest grade in order to keep P.I. off of bridge T.C.R.


P.I. 1+07.93 ± Propd Mud Bottom Co. Rd =
P.I. 121+01 ℄ Track
Top of Rail
0.0%
+7%±
1+43±
25'
35'±
+50
2+50
℄ Track
0.0%
20'±



UNION PACIFIC RAILROAD COMPANY
M.P. 7.66
GRASS VALLEY BRANCH

PROPOSED WILD HOLLOW COUNTY ROAD
CROSSING AT GRADE

OFFICE OF DIVN. ENGR. SCALE 1"=20' HOR. 1"=10' VERT.
ALBINA, OREGON FEB. 20, 1962

RECEIVED
MAR 22 1962
FOR FILING

[illegible]

5963

March 16, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 No. Larrabee
Portland 17, Oregon

Attention Mr. Tabor

Dear Sir:

Re: Biggs Junction-Wasco Section
Sherman Highway

In accordance with your request, I am attaching four prints from our Drawing 8B-25-3, which is the vicinity map marked "Exhibit A" and made a part of our petition to the Public Utility Commissioner for the grade crossing of your tracks connecting the Mud Hollow Road to the Sherman Highway in Sherman County.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
attach.
cc Mr. Forrest Cooper

FORM E-30X—[illegible]—6-61—[illegible]

5903

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1962

SUBJECT: Biggs Junction-Mud Hollow Section
Sherman Highway

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

Attached find a copy of a letter from G. H. Baker, Superintendent of the Union Pacific Railroad Company, to Mr. Forrest Cooper describing a condition on the above section wherein, as a result of operations by the State's contractor, sand drifts over the main line tracks of the railroad.

Will you please look into this matter and give us your recommendation of measures required to effect a permanent correction.

Details as to location, need, extent, quantities and costs should be submitted. These are all required by the Bureau of Public Roads before their participation, or consideration.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

GLD:bjh
attachment

cc: G. S. Paxson
R. L. Porter

RECEIVED
MAR 14 1962
FOR FILING

5903

March 6, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 No. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Biggs Junction-Mud Hollow
Section, Sherman Highway

Receipt is acknowledged of your letter of March 2 concerning sand blow in the vicinity of Biggs Junction.

I am asking our Construction Division to investigate the situation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MARCH 2, 1962

File Ref. D 322 - 0 - 12

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Wish to bring to your attention a condition which has been created in connection with the construction of the interchange between Columbia River Highway and Sherman Highway at Biggs Junction.

Due to excavation by the State's Contractor in sand cut on the northerly side of our main line tracks in the vicinity of the Sherman Highway overcrossing, sand drifts over our tracks during periods of high wind. We believe that as time goes on this condition will become worse as through the spring and summer months there is a prevailing westerly wind blowing almost continuously through this area.

We believe that this situation can be remedied with a blanket of crushed rock and a coating of oil, and that this should be done before the Contractor moves out of the area.

Would appreciate your looking into this matter and taking the necessary steps to correct the condition.

Will you please advise us accordingly?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

RECEIVED
MAR 6 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED MAR 7 1962

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 6, 1962

1-3

FROM : C. G. Polk, Division Engineer
08-35.4-DA(1) Salem, Oregon

SUBJECT: Oregon Projects F-152(7) and I-80N-3(25)102
Biggs-Mud Hollow and Biggs Interchange Sections

Reference is made to record samples of base course materials in place and to progress samples of stockpiled base course materials.

The record samples of in-place materials indicated that considerable degradation occurred under placement procedures. Other in-place samples should be taken and tested to further determine extent of the degradation.

The stockpile progress samples taken and tested indicate that gradation is such that the materials are outside the limits of substantial conformity with approved specifications. This is a matter of considerable concern as unless and until the substantial conformity requirement is met, this office will not be able to accept the work.

In view of the fact that the job-control sampling and testing indicated that specification-meeting materials (1-1/2"-0") were being consistently produced, there is a distinct possibility that insufficient care was exercised in the always difficult task of taking truly representative samples of stock-piled crushed materials. Further sampling and testing is definitely indicated prefereably by central laboratory personnel.

Please advise what action you plan to take in this matter.

Morgan

MAR 7 1962

MAR 8

RECEIVED
FEB 19 1962
FOR FILING

5903

Salem, Oregon
February 15, 1962

Mr. Glen Sorensen
Staff Attorney
BUILDING

Grade Crossing
Mud Hollow County Road
Biggs Junction-Wasco Section
Sherman Highway

In the construction of the Mud Hollow-Thornberry Unit of the Biggs Junction-Waso Section of the Sherman Highway (US97), we will reconstruct a grade crossing of the Union Pacific Railroad Company's Grass Valley branch by the Mud Hollow County Road. I am attaching six prints from the P.U.C. vicinity map and profile for this crossing.

The present connection to the Sherman Highway will be moved approximately 150 feet to the east so that the county road will make practically a right angle crossing of the railroad track. This crossing is approximately 15 feet southeasterly from the existing crossing. The project is in the NW¼ Sec. 22, T 2 N, R 16 E. The new crossing is at Railroad Station 124+617 [illegible].O.T. and Highway Station 1+07.99 Angle Point. The angle between the northerly tangent of the county road and the railroad center line is 93°59' in the northeast quadrant. The railroad is on a grade of approximately 3% ascending to the east. The county road will be level at the crossing but the grade between the highway and the crossing is descending at 4.12%, while the grade southerly from the crossing on the county road is ascending at a grade of approximately 4% toward the south.

The sight distance from points on the state highway approaching the county road junction is in excess of 1,000 feet in either direction. Vehicles approaching on the county road from the south when 500 feet from the crossing can see approaching trains 35 feet from the crossing to the west and 200 feet from the crossing to the east. At a point 50 feet from the crossing, vehicles can see an approaching train 170 feet toward the west and 1,300 feet toward the east. Traffic on the county road was estimated at 30 ADT in 1959. Traffic on the railroad consists of six trains per week, all slow-moving freights.

It is proposed that the Railroad at its own cost prepare its track and ballast to receive surfacing, including the placing of guardrails to keep the surfacing away from the track itself. It should also install standard crossbucks at the crossing. The State will do the grading and surfacing of the crossing across the tracks and for a distance of approximately 40 feet southerly where a connection to the existing county road will be made. The crossing will have two 10-foot travel lanes with a 4-foot shoulder on each side and will be surfaced with nonoiled macadam comparable to the surface on the existing road.

We now have an application to the Public Utility Commissioner for a hearing on two overcrossings of Union Pacific Railroad Company's track in this section. It would be appreciated if you would make the necessary application to the P.U.C. and suggest that a hearing on this matter be held at the same time as the hearing on the two railroad overcrossings.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
cc Mr. F. D. Morgan (with map)
Mr. Dean Swift " "

FORM E-30 50M 11-61 40330

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1962

SUBJECT: Biggs Jct.-Wasco
Sherman Highway
Sherman County
Railroad P.U.C. Map

To:

Mr. G. S. Paxson
Deputy State Highway Engineer
OFFICE

Enclosed herewith the P.U.C. map for the railroad grade crossing of the Grass Valley Branch, Union Pacific Railroad opposite Station L3 124+50 on the subject project.

We understand that application has been made for P.U.C. hearings on the two overcrossings on this project, but that no date has been set. Possibly this could be handled at the same hearing.

Please advise if more data is needed.

F. D. Morgan
Construction Engineer

By

J. E. Morelock
Chief Locating Engineer

JEM:fp

Enc.

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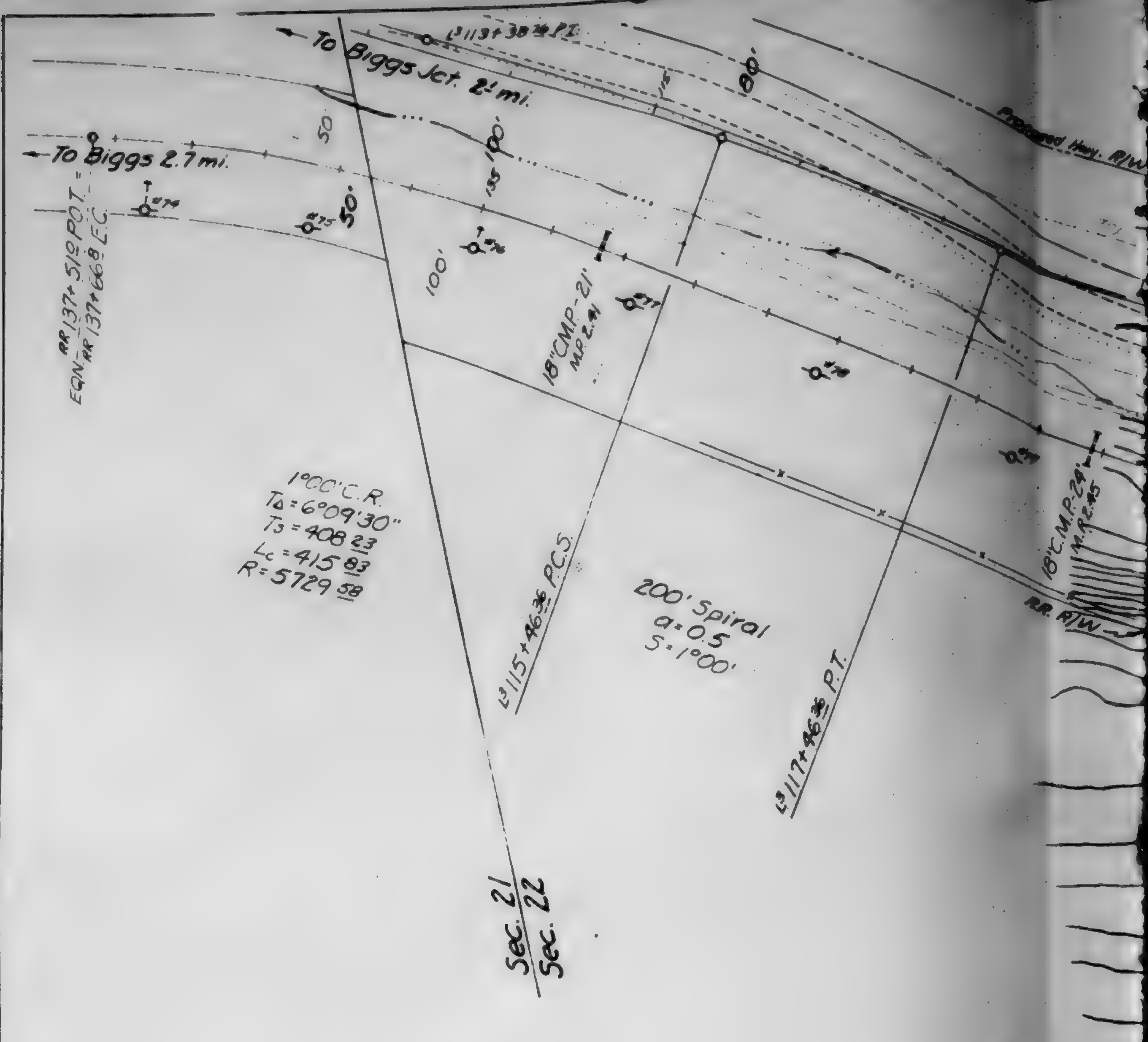
FEB 1 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

FINAL SURVEY

NOTE BOOK

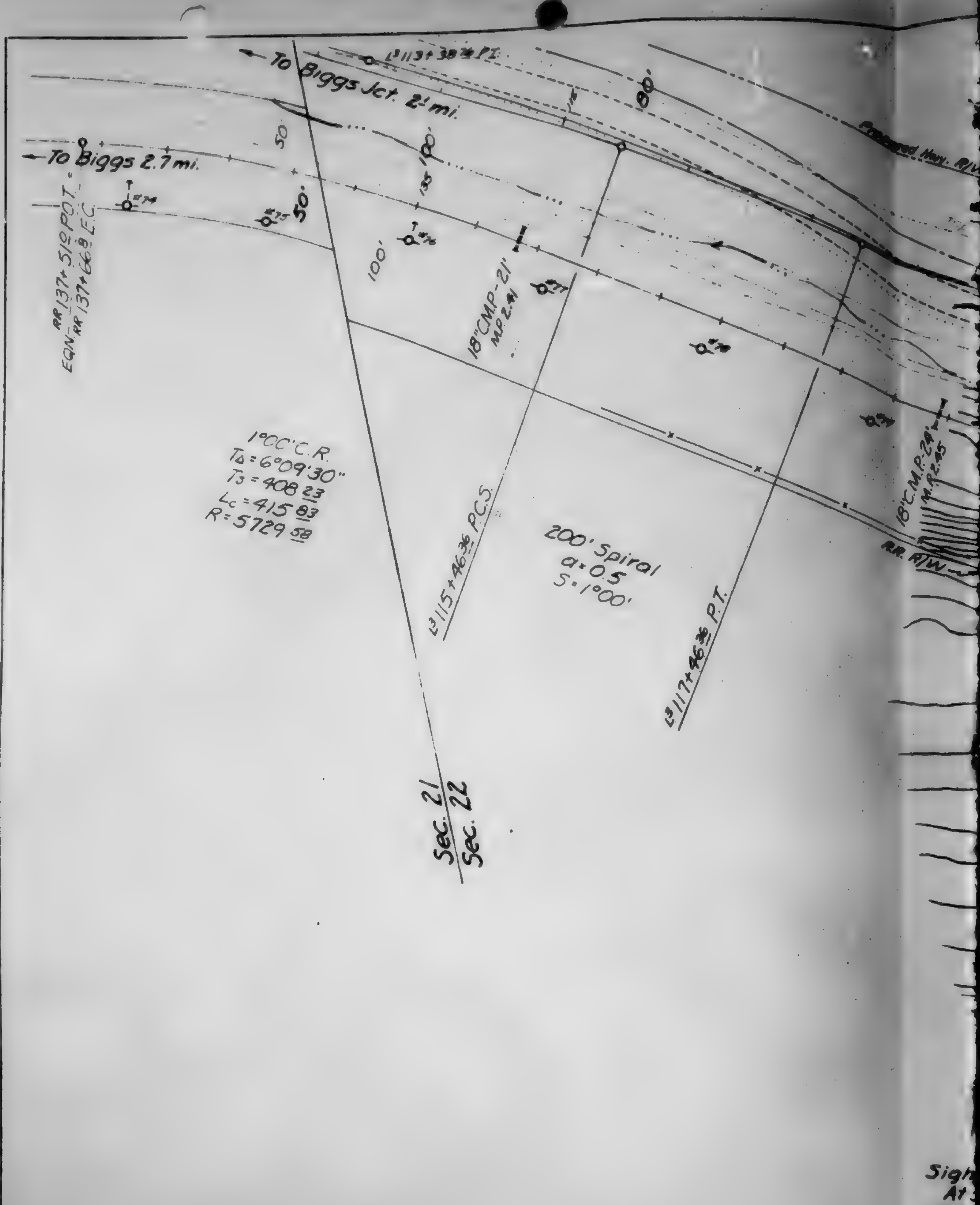
NO.

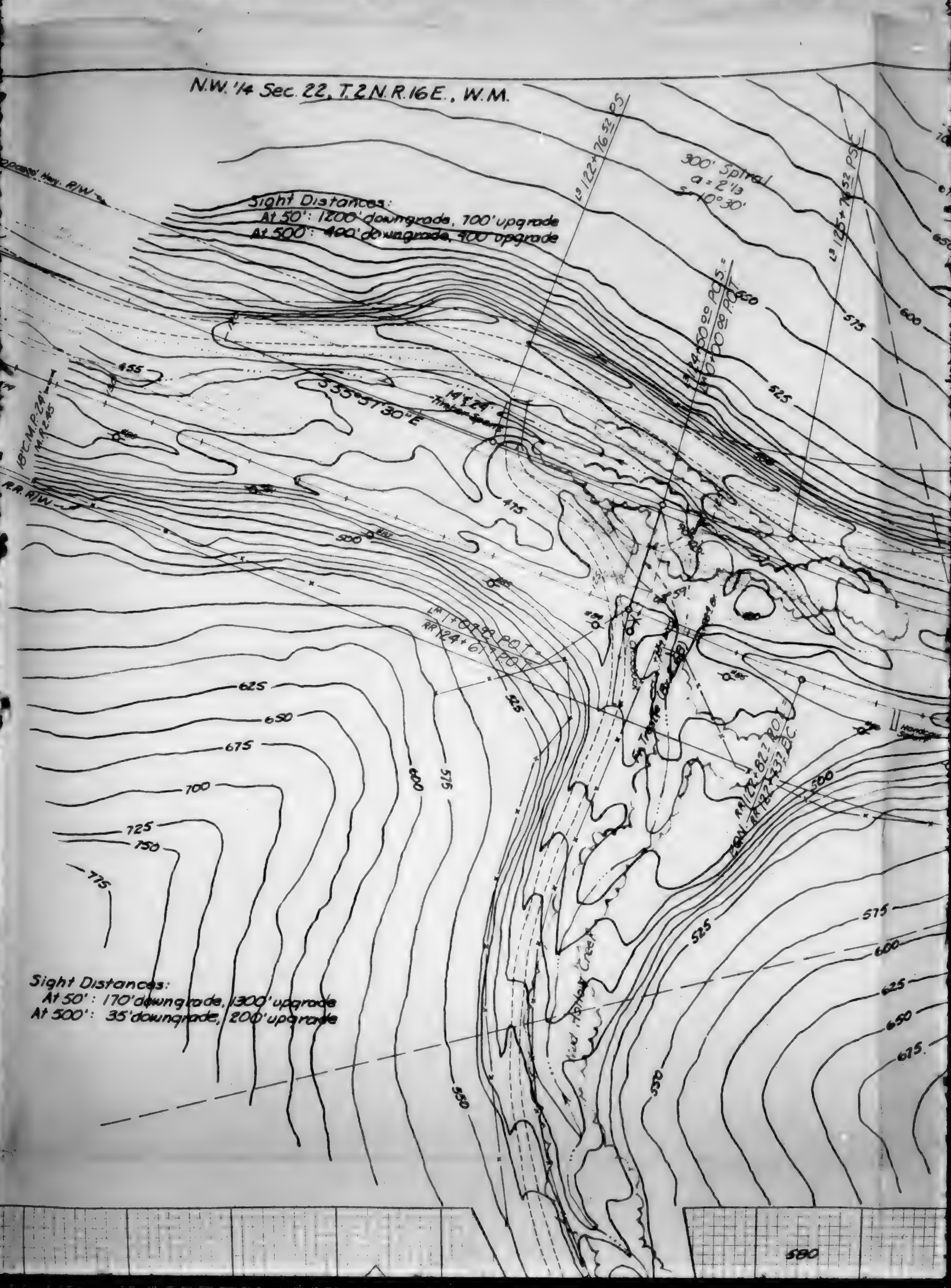


FINAL SURVEY

NOTE BOOK

NO.

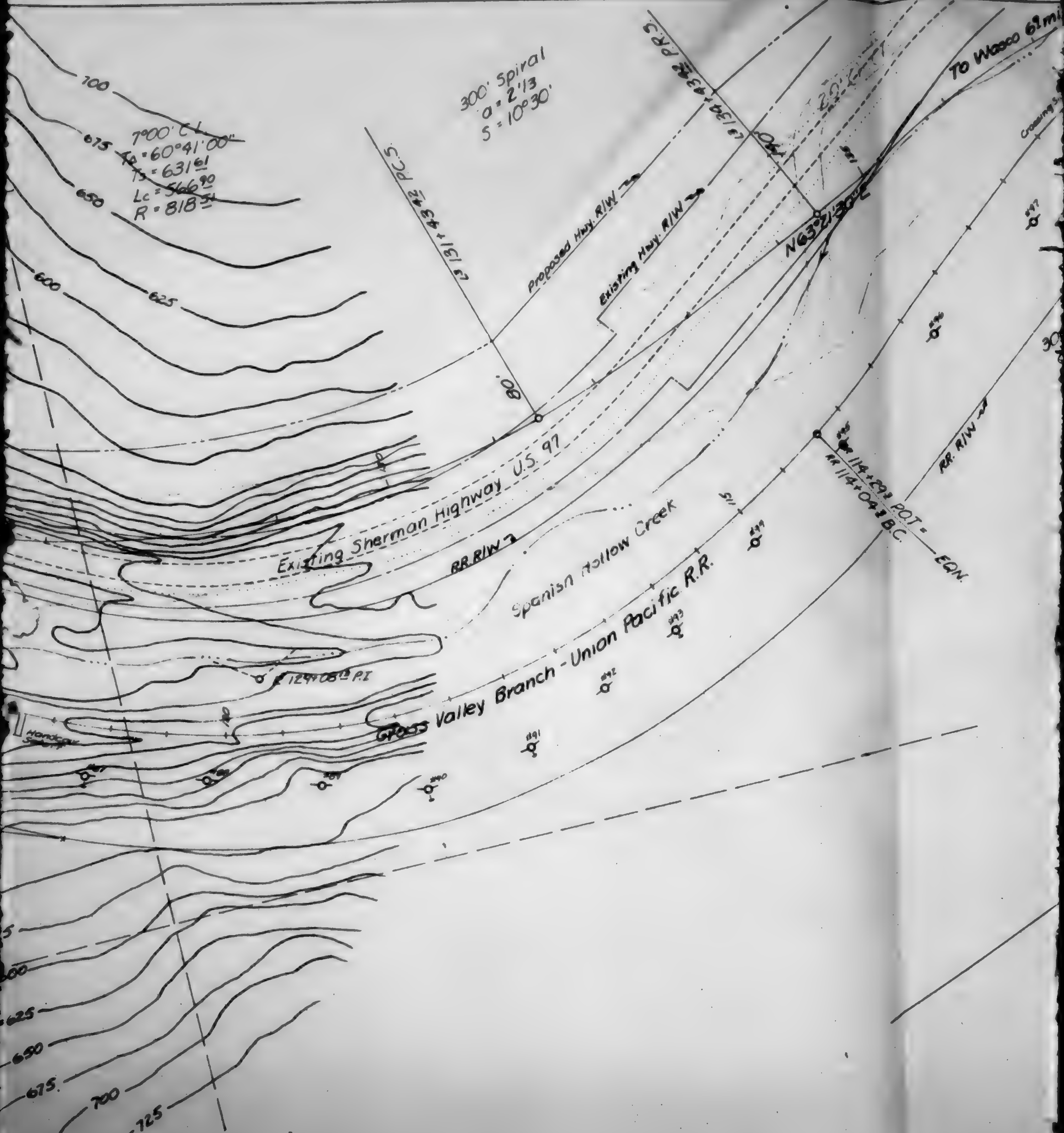




N.W. 1/4 Sec. 22, T.2N.R.16E., W.M.

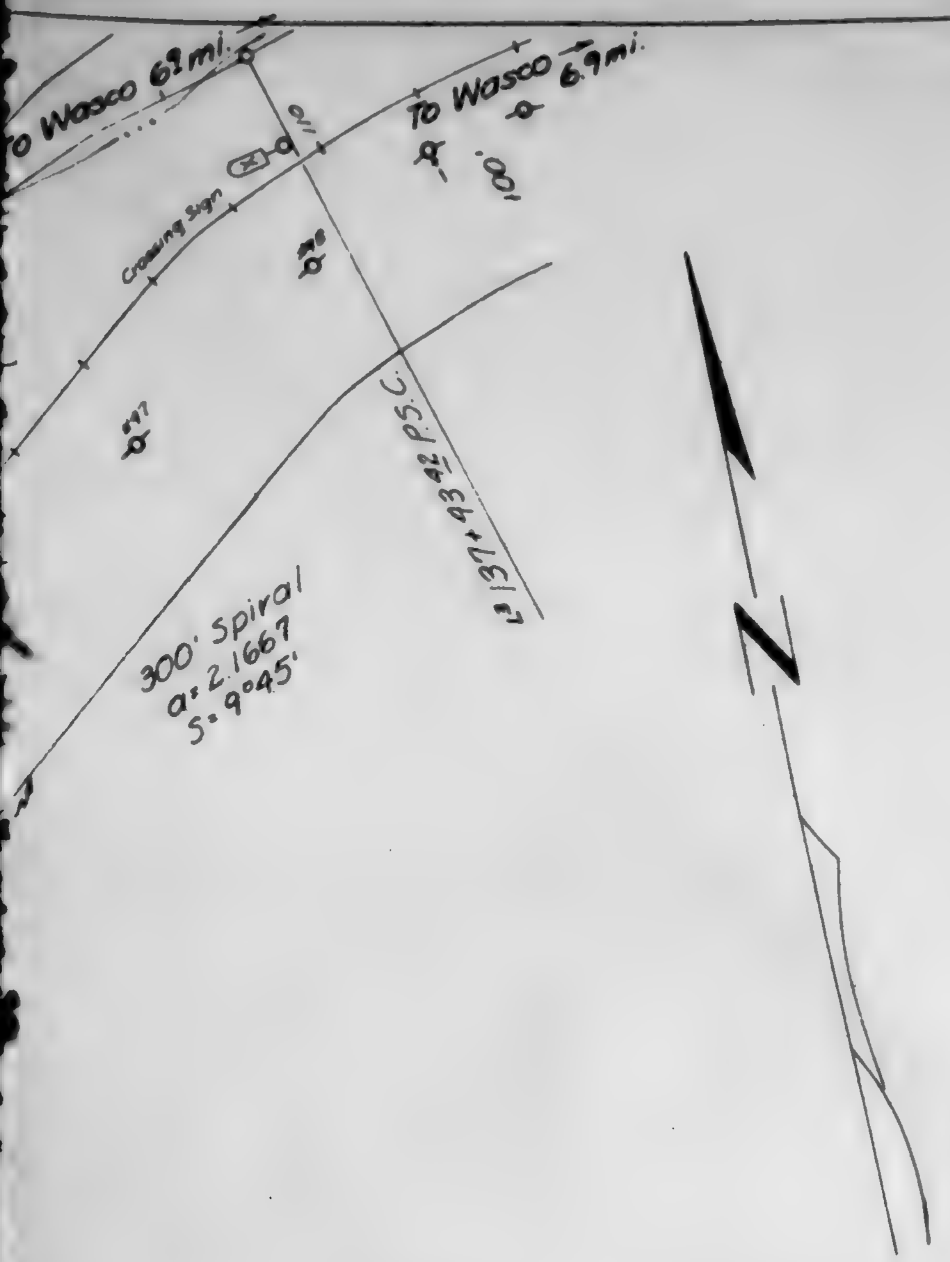
Sight Distances:
At 50': 1200' downgrade, 700' upgrade
At 500': 400' downgrade, 400' upgrade

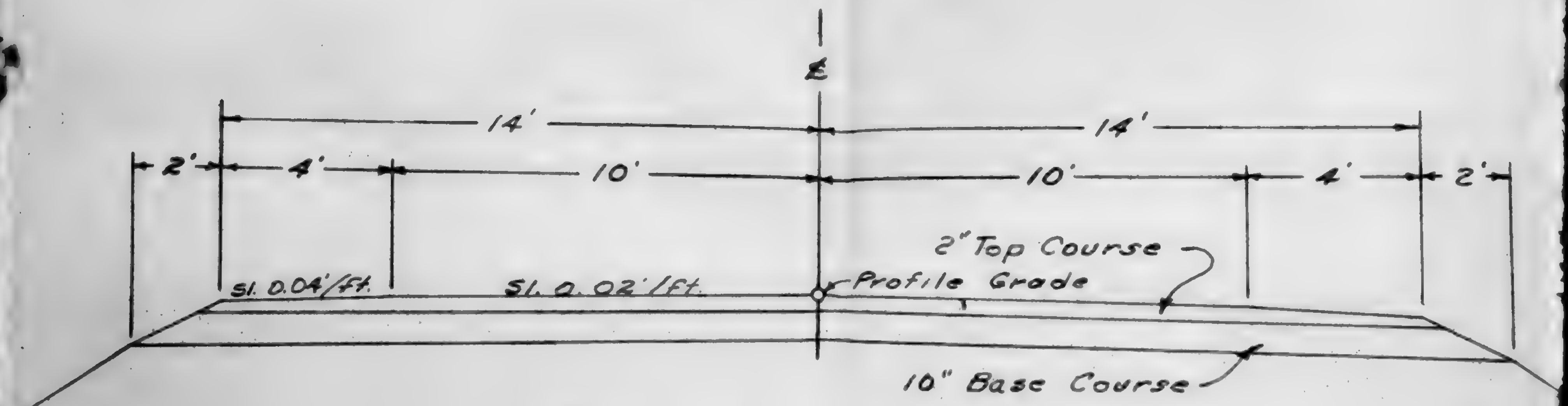
Sight Distances:
At 50': 170' downgrade, 1300' upgrade
At 500': 35' downgrade, 200' upgrade



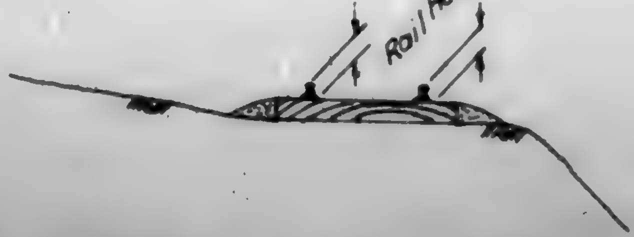
MAP
Scale: 1" = 100'
Contour Interval 5'

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		



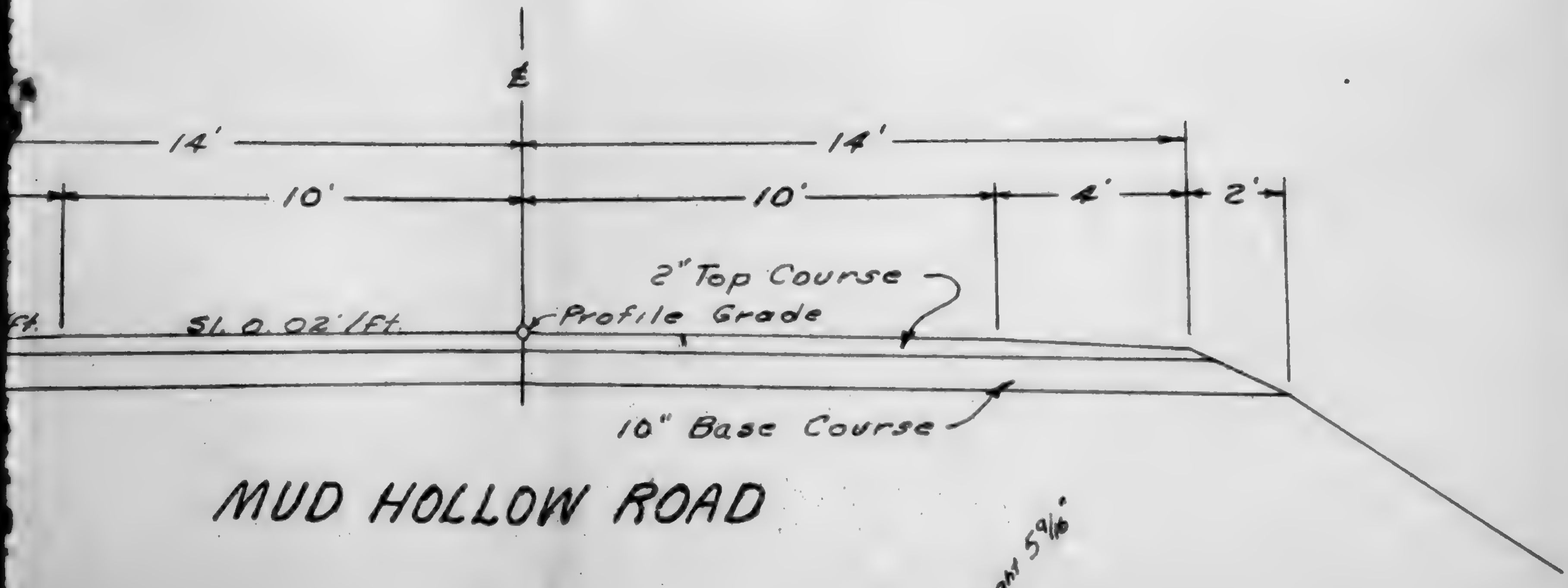


MUD HOLLOW ROAD

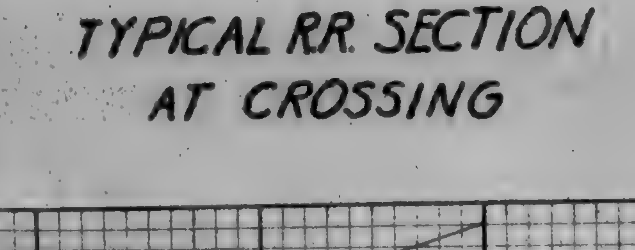


TYPICAL R.R. SECTION AT CROSSING

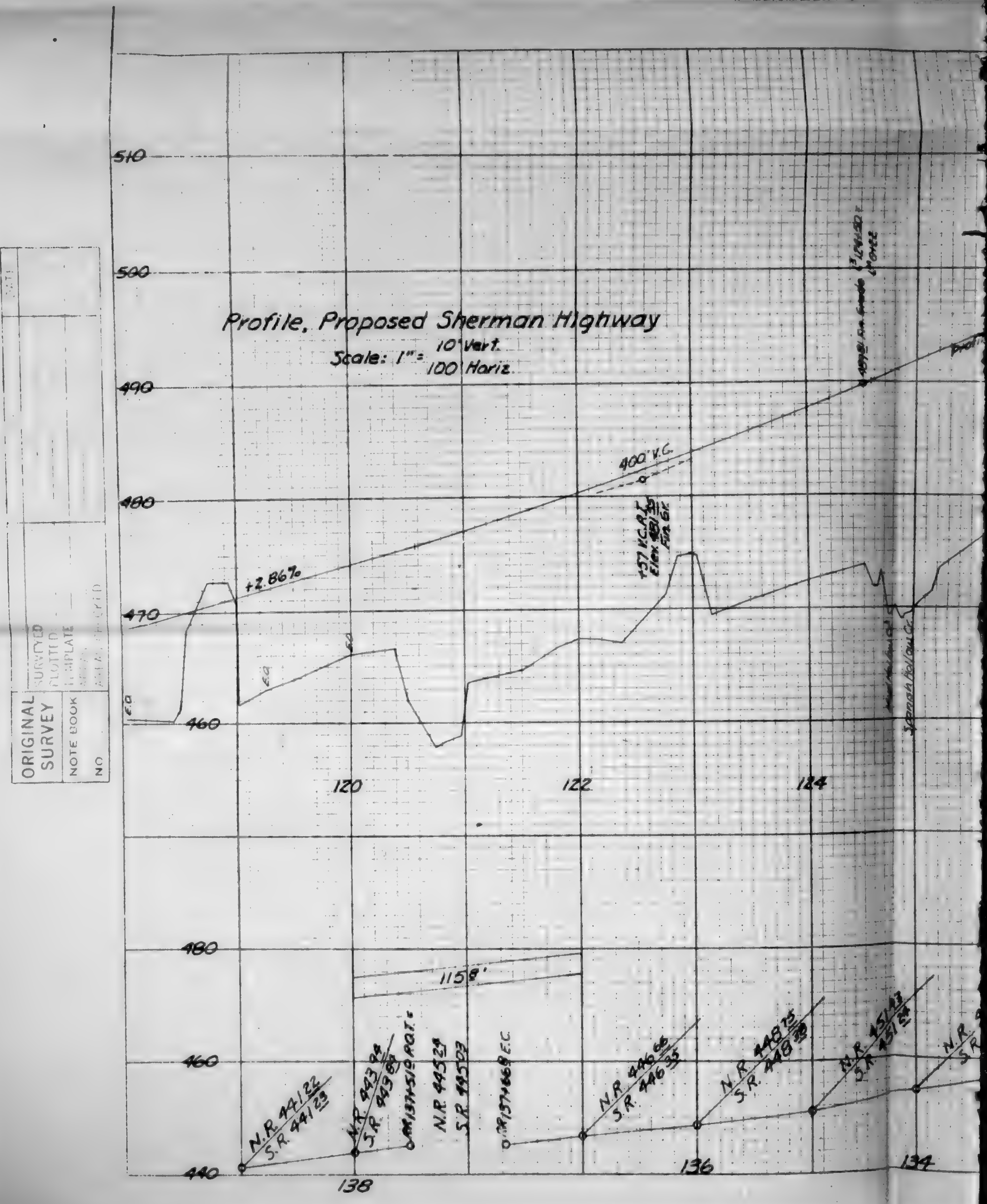
				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



MUD HOLLOW ROAD

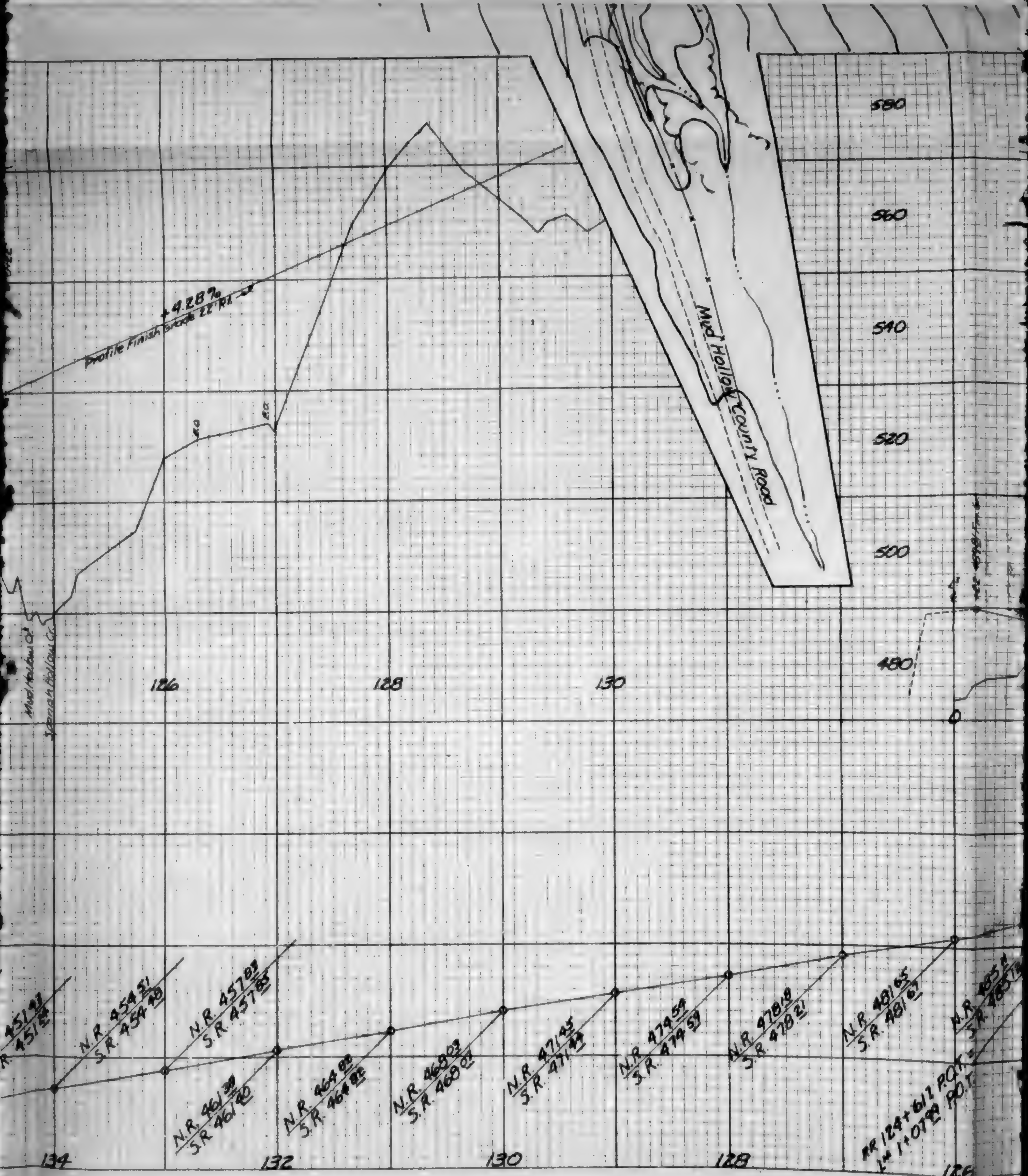


TYPICAL R.R. SECTION AT CROSSING

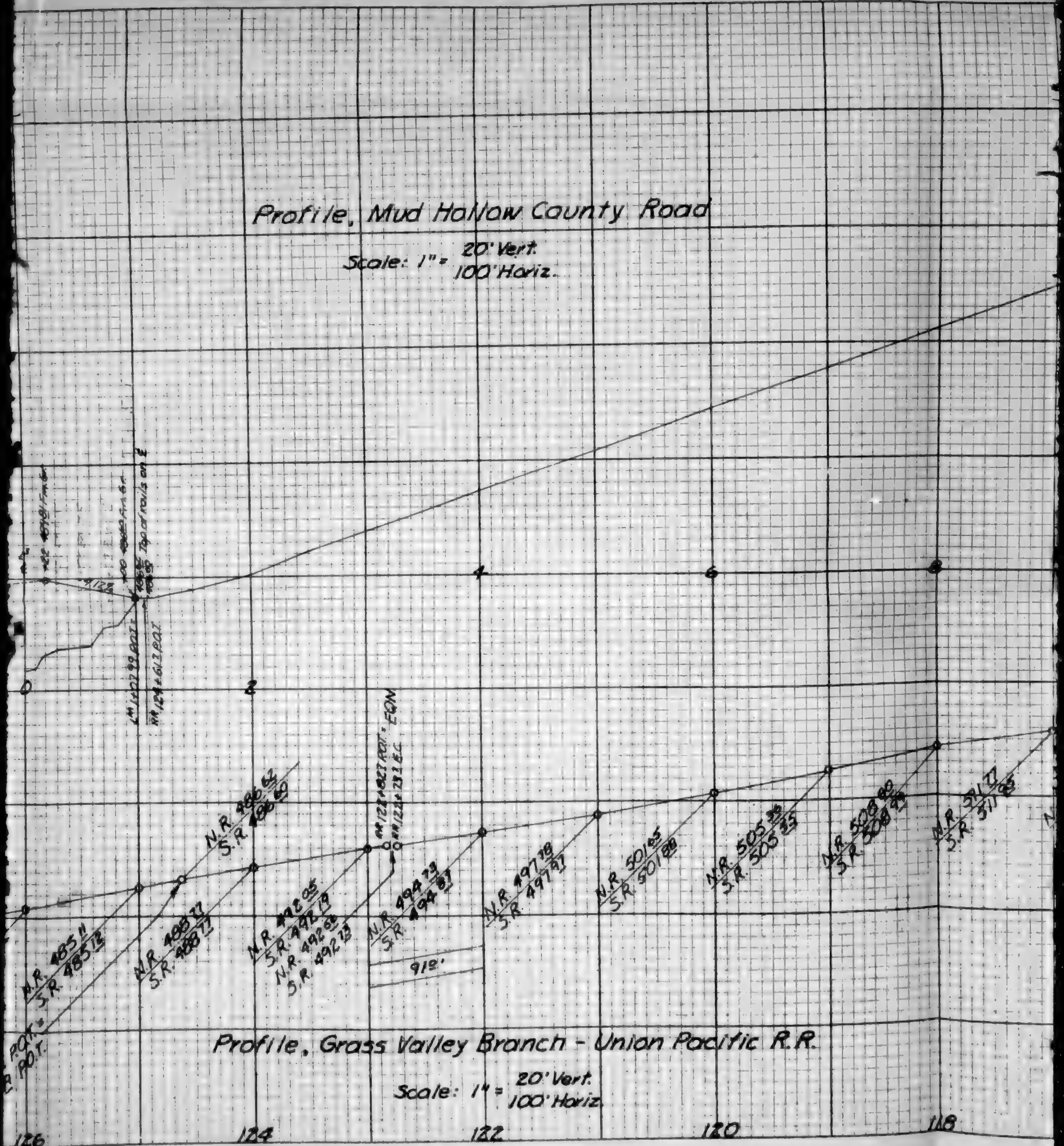


Profile, Proposed Sherman Highway

Scale: 1" = 10' Vert. 100' Hariz.


Mud Hollow County Road
580
560
540
520
500
480
+4.28%
Profile Finish Grade 22' Rt.
Mud Hollow Cr.
Shenah Hollow Cr.
126
128
130
N.R. 451 93
451
N.R. 454 51
S.R. 454 48
N.R. 457 83
S.R. 457 85
N.R. 461 38
S.R. 461 40
N.R. 464 88
S.R. 464 88
N.R. 468 03
S.R. 468 03
N.R. 471 45
S.R. 471 47
N.R. 474 54
S.R. 474 59
N.R. 478 18
S.R. 478 21
N.R. 481 65
S.R. 481 67
N.R. 485
S.R. 485
FR 124+61.1 P.O.T.
1st 1+07 P.O.T.
134
132
130
128
126

Scale: 1" = 100'
Contour Interval 5'



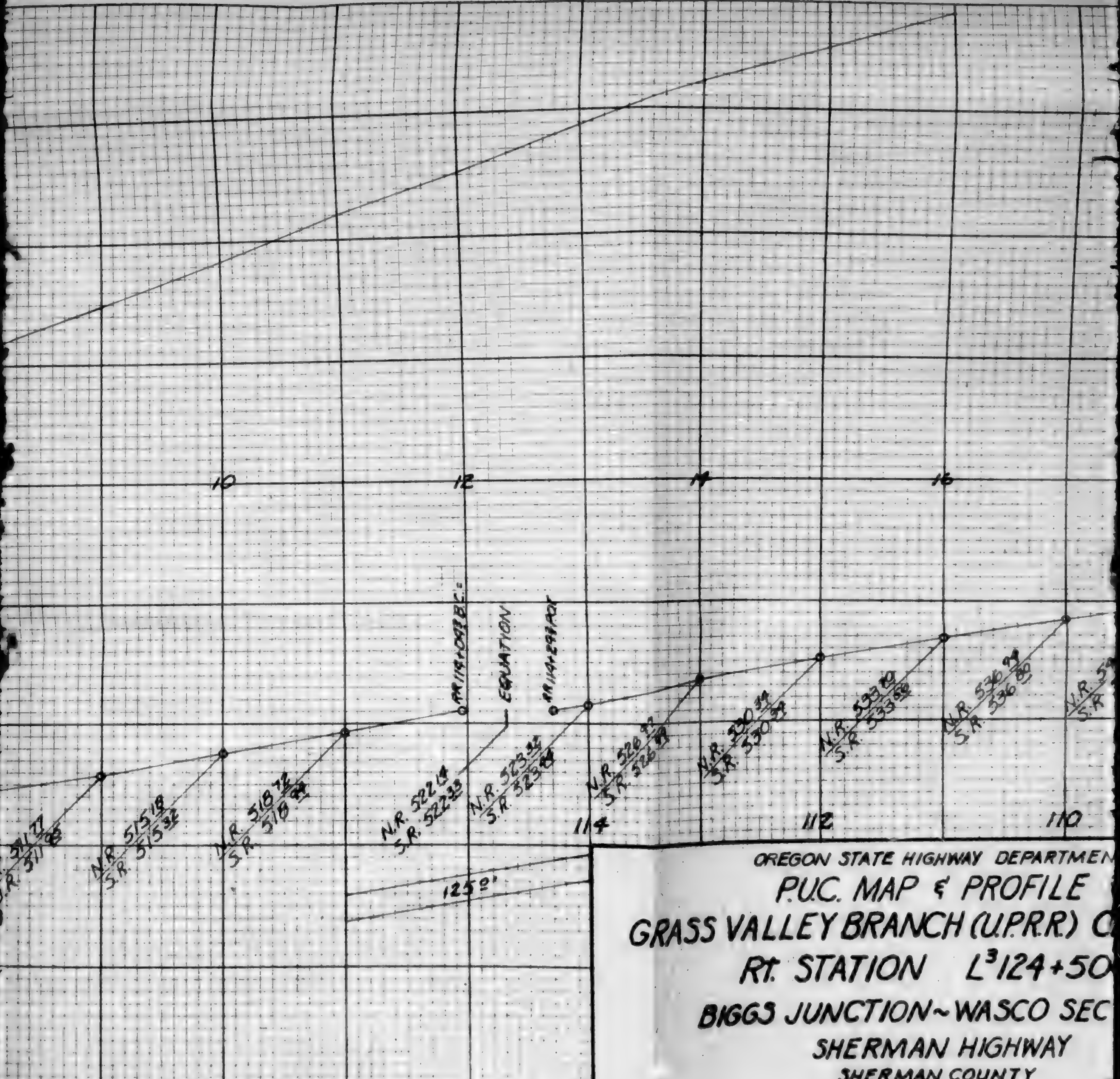
Profile, Mud Hollow County Road

Scale: 1" = 20' Vert. / 100' Horiz.

Profile, Grass Valley Branch - Union Pacific R.R.

Scale: 1" = 20' Vert. / 100' Horiz.

AT CROSSING



10
12
14
16
RR 114+09.3 B.C.
EQUATION
RR 114+29.8 P.O.T.
N.R. 511 77 / S.R. 511 98
N.R. 515 18 / S.R. 515 32
N.R. 518 72 / S.R. 518 92
N.R. 522 19 / S.R. 522 33
N.R. 523 94 / S.R. 523 84
N.R. 526 92 / S.R. 526 88
N.R. 530 39 / S.R. 530 53
N.R. 533 10 / S.R. 533 58
N.R. 536 94 / S.R. 536 88
N.R. 53 / S.R.
114
112
110
125.0'
116

OREGON STATE HIGHWAY DEPARTMEN

P.U.C. MAP & PROFILE

GRASS VALLEY BRANCH (U.P.R.R.) C

Rt. STATION $L^3$124+50

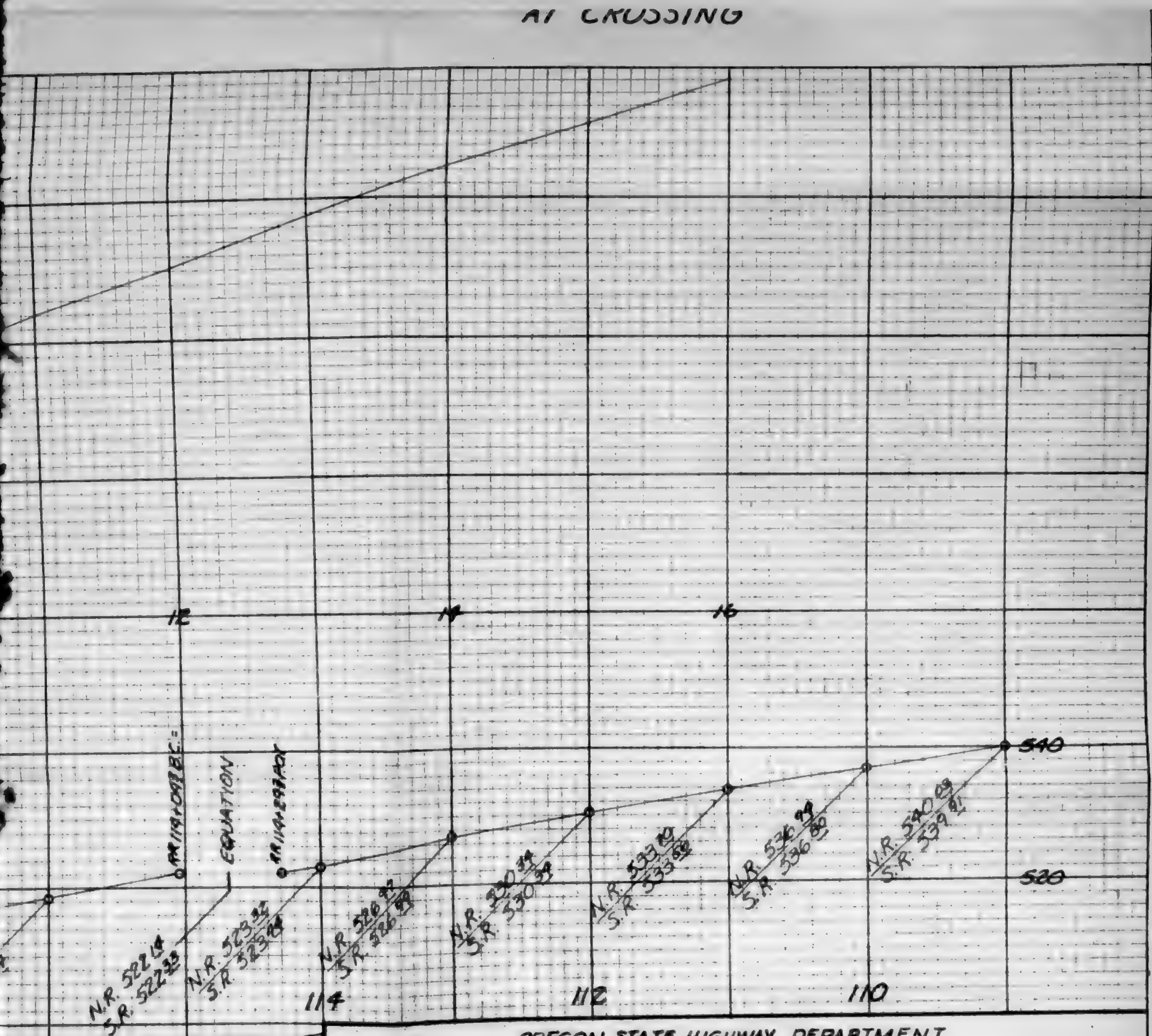
BIGGS JUNCTION~WASCO SEC

SHERMAN HIGHWAY

SHERMAN COUNTY

PREFIX: 28-1437

LOWELL M. STRATTON, RES. ENGINEER



OREGON STATE HIGHWAY DEPARTMENT

P.U.C. MAP & PROFILE

GRASS VALLEY BRANCH (U.P.R.R.) CROSSING

Rt. STATION $L^3$124+50

BIGGS JUNCTION ~ WASCO SECTION

SHERMAN HIGHWAY

SHERMAN COUNTY

PREFIX: 28-1437

LOWELL M. STRATTON, RES. ENGINEER

1962

RECEIVED
1962
FORM E-30

5963

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
February 2, 1962

SUBJECT: Indenture of Access & Road Approach
Biggs-Mud Hollow Section

To:

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Oregon

Enclosed are five copies of Information for Grant or Indenture of Access on the Biggs-Mud Hollow Section, File No. 31788. In the original Obligation on the Option from Clyde L. and Virginia E. Finley they were to have access from the old highway to a pasture on the west side of the new highway at Station 30+00, underneath the railroad and stream bridge at this point.

We now find that they have to get their cattle to this pasture by way of truck, and due to the close proximity of railroad and channel it is virtually impossible to construct an approach that can be used by vehicles at this point. I have checked on this and it is a fact that they would have to haul their cattle, and inasmuch as they have no other to trade, I recommend that a grant of an additional access be made at Station 24+60 on the southwesterly side of the highway.

I am also enclosing Application for Permit to construct road approach at this point, which can be processed through the proper channels if the grant is allowed.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
Encls.
cc: Mr. R. B. Sipprell

CONSTR
RE
F
NOTED

Engineer

original To Wright
with attachments 2-8-62

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1962
FOR FILING

File

477 Cottage Street, N.E.
Salem, Oregon

February 1, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Projects I-80N-3(25)102 and F-152(7)
Biggs-Mud Hollow Section,
Sherman and Columbia River Highways
Seeding and Mulching
Estimated total cost-$3,040 - Federal participation $1,940

Reference is made to your letter dated January 29, 1962 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Original To Young
with attachment 2-5-62

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JAN 30 1962
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I N.T. 2

5903

January 29, 1962

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 224-238, covering seeding and mulching on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. I-80N-3(25)102, F-152(7).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $3,040.00, with Federal participation of $1,940.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

5903

APB TDL 13 1-4-62 225P

ATTENTIONALL STATIONS

CORRECTION TO OUR TT12 THIS DATE

BIGGS-MUD HOLLOW SECTION OF SHERMAN HIGHWAY,US 97 FROM JUNCTION WITH COLUMBIA RIVER HIGHWAY TO WASCO OPEN TO TRAFFIC AS OF 1:30 PM THIS DATE.

CARL M. WILLIAMS
AF

Copy to Tom Edwards
Public Relations notified

--.:,.?,.:4.

NOTED
TOM EDWARDS

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DEC 12 1961
FOR FILING

5903

December 11, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering slide removal and reshaping the cut bank on the Biggs-Hodd Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. I-80N-3(25)102, F-152(7).

After finishing to neat lines slides occurred. Removal of the slide material and reshaping the slope is necessary. The work was verbally approved by the BPR Area Engineer November 29, 1961, and, due to the emergency nature of the work, authorization to proceed was given to the Field.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
DEC 1 1961
FOR FILING

November 30, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8:00 a.m., November 27, permission was granted for the establishment of a 35-mile-per-hour construction speed zone on the Sherman Highway south of the Columbia River Highway.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on the Sherman Highway, US97, between M.P. 0.38 and M.P. 1.93 in Sherman County.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk ae

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NOV 14 1961
FOR FILING
[illegible]
5903

November 13, 1961

Mr. Gordon Hawks
Assistant Chief Right of Way Agent
Idaho Department of Highways
Boise, Idaho

Dear Mr. Hawks:

I attach hereto copy of an agreement which has been entered into between the Union Pacific Railroad Company and the State of Oregon covering the Biggs Junction-Mud Hollow Section in Sherman County. This agreement covers both easements for overcrossings and permanent easements for the construction of a highway on longitudinal encroachments (third paragraph, page 2) and temporary easements for the purpose of making a channel change and also extending slopes on railroad property (fourth paragraph, page 2).

I believe this draft will show you the conditions under which easement and construction agreements have been handled in our state.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:mm

cc to: Mr. W. C. Williams

RECEIVED
OCT 24 1961
FOR FILING

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5963

Salem, Oregon
October 23, 1961

Biggs-Mud Hollow Section
Sherman Highway
Sherman County

Mr. Walter T. Wright

Herewith a conformed copy of the agreement with the Union Pacific Railroad Company covering the above project.

You will note that payment to the Railroad of $100 is required. Will you please take the necessary steps to effect this payment.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

RECEIVED
OCT 2 1961
FOR FILING

5903

October 2, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering hauling steel piles from Cascade Locks to the job site on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. F-152(7).

Poor foundation at the site of the Sherman Highway Overcrossing of the railroad requires additional piling, welding, and revision of footing mat steel. Steel piling, located at Cascade Locks, is to be furnished by the State. This order covers the work to be done by the contractor in hauling the piles and required revisions for use.

This order has been verbally recommended by the BPR Bridge Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
SEP 25 1961

FOR FILING

[illegible]

5903

September 25, 1961

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering a sprinkling system on the Biggs-Mud Hollow Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. I-80N-3(25)102, F-152(7).

Considerable sprinkling will be required for compaction for the sandy materials in both cuts and fills. It is estimated that sprinkling by means of a pump and pipe line will reduce the cost of sprinkling very materially over hauling by tank.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
SEP 11 1961
FOR FILING

5903

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1961

SUBJECT: **Extra Work Order #3 Resloping**
Biggs-Mud Hollow Road Section
Sherman Highway
Contract No. 5903

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Returned herewith unapproved is Extra Work Order No. 3 for resloping of loose material on this project. The information from the resident engineer is that pioneering only had taken place prior to the restaking of the slopes and that no finishing of the original slopes was involved.

Payment for resloping is made only after the slopes have been finished to an acceptable condition.

We think that the contractor should be happy to have 7,800 yards of common material added to the job at bid price when he thought that the material was solid rock.

Tom Edwards
Construction Engineer

By Klaboe
F. B. Klaboe
Field Construction Engineer

CHB:fp

Enc.

cc C. G. Polk
Forrest Cooper

NOTED

RECEIVED
SEP 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 14 1961
FOR FILING
5903

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12, 1961

SUBJECT: Biggs-Mud Hollow Section

To: MEMO TO THE FILES

I was informed on September 11, 1961 by Mr. LaGrand Allen of the Bridge Department that the foundation for bent no. 4 on the structure located at Station 28+31 is inadequate to support the designed spread footing installation. The contractor has agreed to drive steel piling here for his bid price of $60 each. The State will supply to the contractor at no cost steel piling from a surplus supply located at Cascade Locks. Since this is State-owned material, no Bureau of Public Roads' participation is possible on the cost of the materials. Division 4 personnel are executing an Extra Work Order for hauling the piling from Cascade Locks to the site and a Price Agreement for driving of the piles.

Mr. Allen also informed me that they anticipate the possibility of the same condition prevailing under the designed spread footing for bent no. 3.

This matter has been discussed with Mr. Schwiesow of the Bureau of Public Roads and has his tentative approval.

Tom Edwards
Construction Engineer

By Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp
cc Forrest Cooper
  Ivan Merchant
  Dean Swift
  Bureau of Public Roads
    Attn. W. H. Schwiesow

NOTED
FORREST COOPER

RECEIVED
SEP 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JG 16 1961
FOR FILING

5903

APB TDL 45 8-14-61 932AM

ALL POINTS

THE SHERMAN HIGHWAY WILL BE CLOSED BETWEEN BIGGS JUNCTION AND WASCO FOR AN INDEFINITE PERIOD BEGINNING AT 11:99AM MONDAY AUG 14TH. TRAFIC WILL BE DETOURED VIA THE FULTON CANYON SECONDARY HIGHWAY FROM MP 100.3 ON THE COLUMBIA RIVER HIGHWAY TO WASCO.

ATTEND

77

Copied WCW OR

RECEIVED
AUG 3 1961
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

August 2, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

5903

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-3(25)102 and F-152(7)
Biggs-Mud Hollow Road

Reference is made to Mr. Porter's letter of July 31, 1961, setting forth various reasons why Scott Canyon Road could not be utilized as a detour road during construction of subject project. We are willing to accept the reasons presented as sufficient justification for not designating Scott Canyon Road as a detour road.

However, this does not alter our original proposal as set forth in the penultimate paragraph of my June 27, letter. That is, Federal participation will be limited to installation cost only of sight post along the proposed Fulton Canyon Road detour.

Porter

7-18-61

Monthly Transaction No. 7-65	Form -2 (9-1)	te **Oregon**
Project Report No.	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County **Sherman**
	FEDERAL-AID PROJECT AGREEMENT	Project No. **I-80N-3(25)102**

RECEIVED
JUL 21 1961
FOR FILING

I-80N-3(25)102
3403

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 30. Biggs Undercrossing Structure

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**5-1-61**	**0.0**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **101,535.00**	Federal funds $ **93,000.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Biggs Interchange, Project No. I-80N-3(25)102.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Biggs Interchange Section, Project No. I-80N-3(25)102.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(25)102

BIGGS INTERCHANGE ON THE

COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 16, 1961

Type Code X761
Columbia River Hwy. U'xing (Sta. A94+92.56)(Contract 5903)

ROADWAY

Clearing and Grubbing	All	Required (10%)		$ 900.00
Drainage Excavation, Unclassified	35	cu.yd.	$3.00	105.00
Extra for Selected Subgrade Material	1,000	cu.yd.	0.35	350.00
Short Overhaul	1,111,000	yd.sta.	0.01	11,110.00
Long Overhaul	7,700	C-yd.sta.	0.40	3,080.00
Finishing Roadbed and Slopes	All	Required (10%)		200.00
18-inch Culvert Pipe	110	lin.ft.	4.15	456.50
18-inch Culvert End Sections	2	only	45.00	90.00
Metal Guard Rail	300	lin.ft.	2.50	750.00
Guide Posts, Type W-2	8	only	6.50	52.00
Stone Revetment	3,800	cu.yd.	4.00	15,200.00
Coarse Crushed Material in Base	1,270	ton	1.60	2,032.00
3/4" - 0 Material in Base	210	ton	1.70	357.00
Sprinkling	30	M-gal.	1.50	45.00
Preparation of Base	All	Required (4%)		20.00
3/4" - 0 Material in Binder Course	10	cu.yd.	3.75	37.50
MC-2 Asphalt	2	ton	45.00	90.00
Asphaltic Concrete Mixture	340	ton	5.25	1,785.00
Asphalt in Mixture	20	ton	32.00	640.00
				$ 37,300.00

INTERCHANGE STRUCTURE (Br. #8854)

Structural Excavation	260	cu.yd.	$4.00	$ 1,040.00
Structural Excavation Below Elevation Shown	10	cu.yd.	30.00	300.00
Class "A" Concrete (336 cu.yd.)	All	Required (22%)		24,380.40
45' to 50' Type 3 Prestressed Beams	12	only	840.00	10,080.00
60' to 65' Type 3 Prestressed Beams	5	only	1,052.00	5,260.00
Metal Reinforcement (62,900 lb.)	All	Required (25%)		7,937.50
Metal Parapet Railing	420	lin.ft.	4.50	1,890.00
8-inch Metal Drain Pipe	190	lin.ft.	4.00	760.00
Prepare Riprap Slopes	310	sq.yd.	0.73	226.30
Concrete Slab Riprap	310	sq.yd.	7.50	2,325.00
				$ 54,199.20

Flagging (57½% of Contractor's Costs)	All	Required (25%)		500.00
Seeding and Mulching	All	Required (10%)		306.00
				$ 806.00

Subtotal	$ 92,305.20
10% Engr. & Cont.	9,229.80
Total	$101,535.00

Length of Project - - - - - - - - 0.000 Mile

Federal Funds -	$ 93,000.00
State Funds -	8,535.00
	$101,535.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(25)102

BIGGS INTERCHANGE ON THE COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 24, 1961

Type Code X781
Columbia River Hwy. U'xing (Sta. 494+92.56)

Roadway

Clearing and Grubbing	All	Required (10%)		$ 500.00
Drainage Excavation, Unclassified	35	cu.yd.	$ 4.00	140.00
Extra for Selected Subgrade Material	1,000	cu.yd.	0.15	150.00
Short Overhaul	1,111,000	yd.sta.	0.01	11,110.00
Long Overhaul	7,700	C-yd.sta.	0.40	3,080.00
Finishing Roadbed and Slopes	All	Required (10%)		200.00
18-inch Culvert Pipe	110	lin.ft.	3.50	385.00
18-inch Culvert End Sections	2	only	45.00	90.00
Metal Guard Rail	300	lin.ft.	2.50	750.00
Guide Posts, Type W-2	8	only	7.50	60.00
Stone Revetment	3,800	cu.yd.	3.00	11,400.00
Coarse Crushed Material in Base	1,270	ton	1.20	1,524.00
3/4" - 0 Material in Base	210	ton	1.30	273.00
Sprinkling	30	M-gal.	3.00	90.00
Preparation of Base	All	Required (4%)		20.00
3/4" - 0 Material in Binder Course	10	cu.yd.	4.00	40.00
MC-2 Asphalt	2	ton	40.00	80.00
Asphaltic Concrete Mixture	340	ton	4.75	1,615.00
Asphalt in Mixture	20	ton	30.00	600.00
				$32,107.00

Interchange Structure (Br. #8854)

Structural Excavation	260	cu.yd.	$ 5.00	$ 1,300.00
Structural Excavation Below Elevation Shown	10	cu.yd.	10.00	100.00
Class "A" Concrete (336 cu.yd. at $68.00)	All	Required (22%)		22,848.00
45' to 50' Type 3 Prestressed Beams	12	only	885.00	10,620.00
60' to 65' Type 3 Prestressed Beams	5	only	1,150.00	5,750.00
Metal Reinforcement (62,500 lbs. at $0.135)	All	Required (25%)		8,437.50
Metal Parapet Railing	420	lin.ft.	7.00	2,940.00
8-inch Metal Drain Pipe	190	lin.ft.	4.00	760.00
Prepare Riprap Slopes	310	sq.yd.	2.00	620.00
Concrete Slab Riprap	310	sq.yd.	7.00	2,170.00
				$55,545.50

Flagging (57½% of Contractor's Costs)	All Required (25%)	$ 500.00
Seeding and Mulching	All Required (10%)	306.00
		$ 806.00
	Subtotal	$88,458.50
	10% Engr. & Cont.	8,845.50
	Total	$97,304.00

Length of Project - - - - - - 0.000 Mile

Federal Funds -	$89,000.00
State Funds -	8,304.00
	$97,304.00

Prestressed Beam Quantities

46' to 50' Beam

Overhead		$ 88.00
Metal Reinforcement	1,000 lbs. at $0.125	125.00
Prestress Steel	558 lbs. at $0.40	223.20
Class "A-A" Concrete	7.48 cu.yd. at $60.00	448.80
		$ 885.00

60' to 65' Beam

Overhead		$ 92.42
Metal Reinforcement	987 lbs. at $0.125	123.38
Prestressed Steel	921 lbs. at $0.40	368.40
Class "A-A" Concrete	9.43 cu.yd. at $60.00	565.80
		$1,150.00

FORM
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

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JUL 18 1961
FOR FILING
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STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 17, 1961

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Power Line Adjustment
Biggs-Mud Hollow Section
Sherman Highway
Sherman County

Gentlemen:

Reference is made to our letter of July 13, 1961 approving the adjustment of your facilities on the above-named project.

The approval letter should have included the approval of the lump sum payment agreement as requested in your letter of June 15, 1961.

Very truly yours,

Tom Edwards
Construction Engineer

By C Baker
C. H. Baker
Asst. Field Construction Engineer

CHB:jw

cc Forrest Cooper ✓
R. L. Porter
C. H. Maison
Dean Swift
M. D. Glenn
C. G. Polk

NOTED
FORREST COOPER

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JUL 17 1961
FOR FILING
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COMMISSIONERS
M. [illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 13, 1961

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Power Line Adjustment
Biggs-Mud Hollow Section
Sherman Highway
Sherman County

Attention Mr. R. H. Sallee

Gentlemen:

Your estimate and sketch map as submitted under date of June 15, 1961 for the adjustment of your facilities on the above-named project has been approved by the Bureau of Public Roads and the State. You are hereby authorized to proceed with the work as of June 20, 1961.

Reimbursement for the work done subsequent to this date will be made under the terms of PPM 30-4.

Very truly yours,

Tom Edwards
Construction Engineer

By CBaker

C. H. Baker
Asst. Field Construction Engineer

TWL:jw

cc Forrest Cooper ✓
R. L. Porter
C. H. Maison
Dean Swift
M. D. Glenn
C. G. Polk

NOTED

RECEIVED
JUL [illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 10 1961
FOR FILING

2903

477 Cottage Street, N.E.
Salem, Oregon

July 7, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich, District Engineer

Utility Adjustment Pacific Power and Light Company, Project F-152(7)
Biggs-Mud Hollow Section Sherman Highway

We hereby approve the agreement evidenced by the exchange of letters dated May 9, 1961 and June 15, 1961 between the State and the utility company.

Authorization to proceed with the work is granted as of June 20, 1961. Approval is subject to the provisions of PPM 30-4.

Porter

RECEIVED
JUL 6 1961
FOR FILING

I-80N-3(25)10

5903

July 5, 1961

Oregon State Highway Commission

Gentlemen:

Effective 6:00 a.m., August 1, permission has been granted for the installation of 35-mile-per-hour construction speed signs on the Columbia River Highway between M.P. 103.0 and M.P. 103.8, in Sherman County. This is in connection with the Biggs-Mud Hollow contract on the Sherman Highway. Equipment and trucks will be crossing the Columbia River Highway at this point.

Your concurrence is requested in the establishment of the above-mentioned construction speed zone.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk ms

RECEIVED
JUN 30 1961
FOR FILING

I-80N-3(25)102

5903

June 29, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 19, 1961, on Contract No. 5903, Biggs-Mud Hollow Road Section, in Sherman County, in connection with Federal Aid Project No. I-80N-3(25)102 and F-152(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
JUN [illegible]
FOR [illegible]

[illegible]

5903

APB TDL 108 6-26-61 1225PM

ALL POINTS

THE SHERMAN HIGHWAY US97 WILL BE CLOSED TO TRAFFIC BETWEEN WASCO AND BIGGS JUNCTION AT 10:00 AM P.S.T. TUESDAY JUNE 27TH FOR APPROXIMATELY FOUR MONTHS. TRAFFIC WILL BE ROUTED VIA THE FULTON CANYON SECONDARY HIGHWAY BETWEEN WASCO AND MP 100.3 ON THE COLUMBIA RIVER HIGHWAY.

M D GLENN
AF

This has been out on weekly road report.
JP

NOTED
J. A. PHILLIPS

RECEIVED
JUN 23 1961
FOR FILING

5903

June 22, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. I-80N-3(25)102 and F-152(7).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This order has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
JUN 21 1961
FOR FILING

[illegible]

5903

June 20, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Biggs-Mud Hollow Section
Sherman Highway
Project F-152(7)
Contract No. 5903

Herewith are the following data covering the adjustment of the facility of the Pacific Power & Light Company in connection with construction of the subject project:

1. Two copies of the Staff Attorney's letter which establishes the obligation of the State to reimburse the Company for adjusting its facility.

2. Two copies of the Company's estimate of cost and request for lump sum payment for making the adjustment.

3. Two copies of the sketch, prepared by the Company, showing the adjustment to be made.

Your approval of the agreement as evidenced above, with reimbursement to be made on lump sum basis, and authorization to proceed with the work as of this date under the provisions of FPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
JUN 19 1961
FOR FILING

5903

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Biggs-Mud Hollow Road Section of the Sherman and Columbia River Highways in Sherman County, Contract No. 5903, in connection with Federal Aid Project No. I-80N-3(25)102 and F-152(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 13 1961
FOR FILING

I-80N-3(25)62

5913

9

June 12, 1961

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

I am sending you, under separate cover, a set of prints and a copy of our contract for the Biggs-Mud Hollow Section in Sherman County. The northerly end of this section forms the connection to the Biggs Rapids Interstate Bridge.

You will note that we are allowing 100 days to complete the work out to the junction with the existing Columbia River Highway, which should assure its completion this year.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams

RECEIVED
JUN 12 1961
FOR FILING

COMMISSIONERS
[illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-80N-3(25)102
5903

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 12, 1961

Mr. C. R. O'Neil
Route 2, Box 95
Creswell
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5903, awarded May 26, 1961,
> for grading-paving-structures on the
> Biggs-Mud Hollow Road Section of the
> Sherman & Columbia River Highways
> in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 14 1961

FOR FILING

I-RW-3(25)182

G. H. BAKER 5903
SUPERINTENDENT
OREGON DIVISION

9

RECEIVED
JUN 9 1961
LEGAL & RIGHT OF WAY

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 8, 1961

Ref. File: D 322 - 0 - 13

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Ass't. State Highway Engineer

Dear Sir:

In connection with construction of Biggs Junction-Mud Hollow Section of Sherman Highway, which includes two overcrossings over Union Pacific tracks near Biggs, Oregon, Contractor C. R. O'Neil has submitted railroad protective policy No. 6-21-10-41 of Great American Insurance Company which is satisfactory to the Railroad Company.

Yours very truly,

G. H. Baker
G. H. Baker,
Superintendent

cc:
Mr. Dave Glenn, Res. Engr.
Oregon State Highway Department
The Dalles, Oregon

C. R. O'Neil, Contractor
Route 2, Box 95
Creswell, Oregon

RECEIVED
JUN 9 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. [illegible]

Copy to [illegible]
6/14/61

RECEIVED
JUN 9 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1961
FOR FILING

COMMISSIONERS
M. [illegible]ER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 8, 1961

Pacific Telephone - Northwest
410 N. E. Clackamas Street
Portland 12, Oregon

Telephone Line Adjustment
Biggs-Mud Hollow Section
Sherman Highway
Sherman County

Attention Mr. M. E. Bousha

Gentlemen:

Your estimate and plan of work for the adjustment of your facilities on the above-named project has been approved by the Bureau of Public Roads.

You are hereby authorized to proceed with the work as of May 24, 1961. Reimbursement for work done subsequent to the above date will be done under the terms of PPM 30-4.

Very truly yours,

Tom Edwards
Construction Engineer

By C Baker
C. H. Baker
Asst. Field Construction Engineer

CHB:jw

cc Forrest Cooper ✓
C. G. Polk
R. L. Porter
C. H. Maison
Dean Swift
M. D. Glenn

RECEIVED
JUN 8 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 7 1961
FOR FIL

FORM CD-121

UNITED STATES G VERNMENT

Memorandum

U.S. D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St., N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

DATE: June 5, 1961

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: DMEmrich
D. M. Emrich
District Engineer

SUBJECT: Utility Adjustment
Pacific Telephone - Northwest
Biggs-Mud Hollow Section
Sherman Highway
Project F-152(7)

We hereby approve the agreement evidenced by the exchange of letters dated May 9, 1961 and May 18, 1961 between the State and the utility company.

Authorization to proceed with the work is granted as of May 24, 1961. Approval is subject to the provisions of PPM 30-4.

RECEIVED
JUN 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
MAY 31 1961
FOR FILING
I-80N-3(25)102
5903

408 State Highway Building
Salem, Oregon

May 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project F-152(7)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-152(7), Biggs-Mud Hollow Road Section of the Sherman Highway we hereby concur, as of this date, in award of Contract No., 5903 to C. R. O'Neil, of Creswell, Oregon, low bidder in the total amount of $624,079.30 for this project and Project I-80N-3(25)102, Biggs Jct. Section of the Columbia River Highway, at the May 23, 1961 bid opening.

NOTED

RECEIVED
MAY 31 1961
FOR FILING
I-80N-3(25)102
5903

408 State Highway Building
Salem, Oregon

May 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-80N-3(25)102

As requested in your letter of today, we hereby concur, as of this date, in award of Contract No., 5903 for Oregon Project I-80N-3(25)102, Biggs Interchange Section of the Columbia River Highway, to C. R. O'Neil, of Creswell, Oregon, low bidder in the total amount of $624,079.30 for this project and Project F-152(7), Biggs-Mud Hollow Road Section of the Sherman Highway, at the May 23, 1961 bid opening.

NOTED
[illegible]

RECEIVED
MAY 25 1961
FOR FILING

May 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Biggs-Rud Hollow Section
Sherman Highway
Sherman County
Project No. F-152(7)

Herewith are the following data covering adjustment of the facilities of the Pacific Telephone & Telegraph Company (Pacific Telephone-Northwest) in connection with construction on the subject project:

1. Two copies of the Staff Attorney's letter which establishes the obligation of the State to reimburse the Company for adjusting its facilities.

2. Two copies of the Company's estimate of cost for making the adjustment.

3. Two copies of the sketch prepared by the Company showing the revisions to be made.

Your approval of the agreement as evidenced above and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

FORM E-129-X 50M 1-61

RECEIVED
1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 24, 1961

Mr. G. [illegible]. Baker, Supt.
Union Pacific Railroad Co.
2525 No. Larrabee Avenue
Portland 17, Oregon

File 32132 - Union Pacific
Railroad Agreement
Biggs Jct. - Mud Hollow Section
Sherman County

Dear Mr. Baker:

Herewith I return to you duplicate signatory copies of combined construction and easement agreement, your files D 322-0-13 and D 322-0-12, which have been executed and acknowledged by the State Highway Commission.

When the State's executed copy is returned I would appreciate receiving ten additional copies each of Schedule 1 and Exhibit "A", which are attached to the instrument.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks
enc.

cc: G. S. Paxson

RECEIVED
MAY 25 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
JUN 22 1961
FOR FILING

[illegible]

5903

AGENDA
MAY 26 1961

*50

Salem, Oregon
May 23, 1961

File 32132 - Union Pacific
Railroad Agreement
Biggs Jct. - Mud Hollow Section
Sherman County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Glen V. Sorensen
Staff Attorney

Attached are two copies of an agreement with the Union Pacific Railroad Company relative to construction on the Biggs Jct. - Mud Hollow Section of the Sherman Highway in Sherman County. These copies have been executed by the Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

M

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT: File 32132 - Union Pacific
Railroad Agreement
Biggs Jct.- Mud Hollow Section
Sherman Highway

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission original and duplicate copies of combined construction and easement agreement with Union Pacific Railroad Company relative to the above-titled matter. The instrument should be acknowledged by the Highway Commission. Mr. Paxson has requested pages 1 and 10 be dated April 25th or earlier.

After execution by the Commission, please return both copies direct to me for further handling.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 2

cc: G. S. Paxson

Mr. Fridley
Mr. Jackson
This has not been approved previously by the Commission. If you wish to sign it I will place it on the next agenda for Confirmation.

Floyd Query

RECEIVED
MAY 12 1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT: File 32132 - Union Pacific Railroad Agreement
Biggs Jct.- Mud Hollow Section
Sherman Highway

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission original and duplicate copies of combined construction and easement agreement with Union Pacific Railroad Company relative to the above-titled matter. The instrument should be acknowledged by the Highway Commission. Mr. Paxson has requested pages 1 and 10 be dated April 25th or earlier.

After execution by the Commission, please return both copies direct to me for further handling.

GLEN V. SORENSEN
Staff Attorney

[illegible]
G. S. PAXSON

GVS:ks
attach. 2

cc: G. S. Paxson

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 11 1961

FOR FILING

Salem, Oregon
May 11, 1961

Mr. Tom Edwards

In accordance with Mr. Pease's request, I attach hereto copy of the agreement between the Union Pacific Railroad Company and the State covering the Biggs Junction-Mud Hollow Section of the Sherman Highway. This is for the use of the Resident Engineer. This agreement will be presented to the Highway Commission at its meeting of May 26.

We do not have copies of the map which is "Exhibit A" at the present time. When these are available, a copy will be furnished you for the Resident's use.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

FORM CD-121
(9-23-59)

RECEIVED
MAY 15 1961
FOR FILING

UNITED ST ES GOVERNMENT

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Memorandum

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: May 10, 1961

Attention: Mr. Tom Edwards

FROM : C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

CGPolk

SUBJECT: Contract Specifications, Columbia River Highway at Biggs, Oregon Project I-80N-3(25)102

We are somewhat concerned with the proposed plans for the Sherman Highway Undercrossing, on the subject project, for which bids will be opened on May 23, 1961. The height of fill on which the intermediate bent footings are to be founded averages 20' and the fill height at the end bents is 40'. Our initial understanding was that these fills would consist of diced basalt. However, we note that the grading plans include a shrinkage factor for the material intended for this embankment.

We have discussed the problem with your bridge department, who have been assured by your construction department, that the material to be used for the embankment will consist of granular sand and gravel with some rock. Since the specifications require granular material to be conserved only for the bridge ends, it may be questionable that it will also be used for the embankment under the intermediate bents.

Our recommendation is that the special provisions be modified to specify granular or rock material for all of the embankment under the structure and that the density be at least 95% maximum density (AASHO Designation: T 99) for the entire depth. Although the structure is designed to accommodate fill settlement, it seems reasonable to confine this to a minimum amount.

NOTED
FORREST COOPER

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 2 1961
FOR FILING

COMMISSIONERS
M. K. [illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 1, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Right of Way Status
Biggs Junction-Mud Hollow
Road Project

Dear Sir:

Six of the eight files required for this project have been acquired.

Two files remain outstanding:

File No. 31787 - Fulton and Tsubota - $1,850. Filing will be completed by May 15.

File No. 32132 - Union Pacific Railroad Company easement. The railroad agreement will be presented for Commission signature at the May 26 meeting.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:zg

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

NOTED
FORREST COOPER

RECEIVED
MAY 1 1961
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 1961
FOR FILING

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

May 1, 1961

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project F-152(7)

We have approved, as of this date, the P. S. and E. documents for the Biggs-Mud Hollow Road Section of the Sherman Highway, providing for 1.815 miles of grading and paving and two prestressed concrete deck girder structures.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired and pending receipt of the executed railroad agreement.

Authorization is with the understanding that should the white shoulder stripe not prove effective in preventing traffic from traveling on the shoulders, the State will provide additional shoulder delineation by placing a chip seal on the shoulders or by the use of diagonal shoulder striping.

Porter

NOTED
[illegible]

RECEIVED
MAY 4 1961
FOR FILING

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

May 1, 1961

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-80N-3(25)102

We have approved, as of this date, the P. S. and E. documents for the Biggs Interchange structures and embankment work on the Columbia River Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired and pending receipt of the executed railroad agreement.

Porter

RECEIVED
APR 27 1961
FOR FILING

Salem, Oregon
April 27, 1961

Biggs-Mud Hollow Section
Sherman Highway

Mr. J. W. DeSouza

Herewith original and duplicate of an agreement between the State and the Union Pacific Railroad Company covering the Biggs Junction-Mud Hollow Section of the Sherman Highway.

These have been reviewed by the Bureau of Public Roads and by the Construction Division.

If the agreement meets with your approval, please have it submitted to the Highway Commission for completion.

G. S. Paxson
Assistant State Highway Engineer

GSP:mm
attach.

cc Mr. R. L. Porter

FORM C -121
(9-22-59)

UNITED STATES G ERNMENT

Memorandum

U.S. DI RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: April 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

SUBJECT: Agreement
Oregon-Washington Railroad & Navigation Company
Union Pacific Railroad Co. & State of Oregon

The proposed agreement between the State and the Union Pacific Railroad Company submitted with your letter of April 24, 1961, involved in the construction of the Sherman Highway is considered satisfactory. We should have a copy of the letter from the Railroad Company listing the personnel.

The copy of the agreement is being returned as requested.

Attachment

RECEIVED
APR 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 8-61 84997

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1961

SUBJECT: Biggs-Mud Hollow Section
Sherman Highway

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
BUILDING

We have reviewed the proposed agreement between the Union Pacific Railroad and the State covering the subject named project.

Although all agreements with the Union Pacific Railroad leave something to be desired, this one is as satisfactory as any of the others and I recommend its acceptance.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Asst. Construction Engineer

LHY:jw

Attach.

cc Ivan D. Merchant

RECEIVED
APR 26 1961
Office of
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1961
FOR FILING

April 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Attention: Mr. Dwight M. Burich

Dear Sir:

I attach hereto a copy of an agreement covering the Biggs Junction-Mud Hollow Section of the Sherman Highway. It would be appreciated if you would give this a preliminary examination and advise as to your approval. This is one of the copies that must go to the Highway Commission for execution and should be returned to me as soon as practicable. You will be furnished with conformed copies after execution of the agreement by the Highway Commission.

You will note that this agreement does not contain the list of personnel that might be assigned to watchmen and flagmen services by the Railroad Company. This is, however, included in a letter from the Railroad Company, and the list will be inserted in our specifications which are a part of our contract with our contractor.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:me

Enclosure

cc R. L. Porter
Walter Wright

RECEIVED
APR 25 1961

FOR FILING
Const
R/R
Sherman Hwy

Salem, Oregon
April 24, 1961

Mr. L. H. Young
Assistant Construction Engineer

Herewith is a copy of the agreement between the Union Pacific Railroad Company and the State, covering the Biggs Junction-Mud Hollow Section in Sherman County.

Will you please examine this agreement and advise as to your approval. This is a copy that must go to the Highway Commission for execution and should be returned to me as soon as practicable.

G. S. Paxson
Assistant State Highway Engineer

GSP:me

Enclosure

cc Ivan D. Merchant

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

APRIL 19, 1961

Ref. Files: D 322 - 0 - 13
D 322 - 0 - 12

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Referring to previous correspondence in connection with relocation and reconstruction of Sherman Highway, including 2 overcrossings near Biggs:

Herewith duplicates of proposed agreement covering easements for the structures and channel changes and including provisions for construction. If satisfactory, will you please have both counterparts of document executed by the Highway Commission and returned for completion on the part of the Railroads?

A breakdown of the estimated cost to be incurred by the Railroads for engineering, inspection, watchman and flagman service, was furnished to Mr. Merchant on December 13, 1960 for the 2 overcrossing structures; the total estimated cost for this work was estimated at $31,290. In addition there will be costs incurred for this same type of service account of highway construction between the 2 structures and extending beyond the second structure on the Branch Line, which is estimated to cost $9,780. This estimated cost of $9,780 is based on requiring services

Copy to Mr. Paxson 4-27-61
mc

of an Engineer-Inspector for 6 months at $641 per month, expenses $250 per month and car rental $150 per month, and watchman and flagman costs on basis of an estimated 66 days at 8 hours per day and $2.15 per hour plus 66 hours overtime at $3.25 per hour. To these amounts have been added our labor additives of $1299 and contingencies of $885.

Yours very truly,

G H Baker

G. H. Baker,
Superintendent

RECEIVED
APR 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 15 1961
FOR FILING

[illegible]
5903

March 14, 1961

Hon. Vernon I. Miller
County Judge of Sherman County
Sherman County Courthouse
Moro, Oregon

Dear Judge Miller:

You recently asked that we investigate the feasibility of assisting Sherman County in improving FAS 313 for use as a detour during reconstruction work in Spanish Hollow.

We have made a study of this matter, and it is our opinion that the use of this county road would not be feasible from the State's standpoint as the cost of improving it to a standard which would handle the traffic would be extremely substantial.

It is our belief that during the short period when it will be necessary to close the Spanish Hollow route to travel there would be but little delay and inconvenience to the traveling public, as the preponderance of the traffic could be routed over Fulton Canyon. The travel pattern indicates that the major movement is to and from the west; therefore, Fulton Canyon would provide an adequate substitute. The eastbound trucks could also use this route for reasonable periods with but little additional travel distance or time. I believe that quite a few of the cars now heading eastbound use the Scott Canyon Road, and they could continue to do so with a minimum of inconvenience.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Forrest Cooper
Tom Edwards

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1961

SUBJECT: Detour Road
Biggs-Mud Hollow
Sherman Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Further reference is made to the proposal for improving the Rufus Road FAS 213 as one leg of a detour for the Sherman Highway.

I have re-estimated this section as per your letter of March 3 and I find that an 0-9 with 5 inches of base rock under it would cost $109,000. It is believed that this would be adequate for carrying the traffic through two winters. However, for your convenience, I have had the estimate made for 5-inch, 6-inch and 7-inch base courses for both 0-9 and 0-11.

In view of the cost and benefits to be derived from the foregoing, it is recommended that detouring for this project be via Fulton Canyon which is a State highway. Plans and specs are currently being prepared on this basis.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

RECEIVED
MAR 8 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1961

SUBJECT: Supplementary Report
Rufus-Wasco
F.A.S. 313
Sherman County

To:
Mr. Tom Edwards
Construction Engineer
Office

Further estimates have been prepared for the cost of a light-duty surface on F.A.S. 313 between Rufus and Wasco with the intention of utilizing this road as a detour for eastbound traffic from the Wasco area during construction of U.S.97. A previous report covering this proposal was submitted February 21, 1961.

Following are estimated construction costs using two penetration-type bituminous pavements on several base depths:

	5" Base	6" Base	7" Base
0-9 Oil Mat	$109,000	$123,000	$137,000
0-11 Oil Mat	$132,000	$146,000	$160,000

These estimates reflect 20 feet of finish pavement width having variable shoulders depending on the existing roadbed. Length of the section to be surfaced is 6.6 miles. Additional right of way will not be necessary.

Data from the previous investigation has been utilized for these estimates.

J. E. Morelock
Chief Locating Engineer

By William H. Tebeau
William H. Tebeau
Reconnaissance Designer

WHT:fp

Salem, Oregon
March 3, 1961

Detour Road
Biggs-Mud Hollow
Sherman County

Mr. Tom Edwards
Construction Engineer
OFFICE

Referring to the matter of using County FAS 213 between Wasco and Rufus in Sherman County as a possible detour for traffic during the construction period on Highway 97 in Spanish Hollow, I agree with your findings but disagree with your cost estimate.

While I realize that no extensive field investigation is warranted, I seriously doubt the premise on which your estimate is based; namely, that "the present gravel surface is adequate". The Sherman Highway carries a fairly large volume of over-the-road trucks. Although the route of most of these are to and from the west, I am sure that there is a substantial number headed east.

In view of the very sour history of stability on Highway 97 in Sherman County, I doubt that a levelling course of 0-9 is adequate for carrying traffic through two winters.

Will you please give me an estimate reflecting a somewhat more substantial surfacing structure. It is not my intention that field, soils, and surfacing studies be made.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

FORM E-30 5CM 7-60 20395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1961

SUBJECT: Detour Road
Biggs-Mud Hollow
Sherman Highway

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Confirming my oral report to you of last week, I wish to advise that we have investigated the feasibility of improving the Rufus Road (FAS 213) so that it could be utilized as one leg of the detour for the Sherman Highway.

We find that to make this plan practical, it would require the improvement of 6.6 miles of county road which only has minimum surfacing on it at the present time. This detour, if constructed, would be utilized on both the Biggs-Mud Hollow project and the following Mud Hollow-Thornberry project. This would require its use over two winter seasons.

Attached hereto is a copy of a reconnaissance report showing the cost of this improvement. We feel that an 0-9 is the minimum oil surface that should be constructed to carry this traffic. This estimates was based on placing two inches of 3/4"-0 under the oil surface and in view of a report from the Division Engineer, it was not felt that this would be adequate. It is therefore estimated that the cost of improving this road would be $70,000.

In view of the cost and benefits to be derived from the foregoing, it is recommended that detouring for this project be via Fulton Canyon which is a State Highway and does not develop a significant amount of extra distance for traffic bound to and coming from the east.

On the basis of our previous conversation, plans and specs have been prepared on this basis.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

RECEIVED
MAR 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1961

SUBJECT: Rufus-Wasco
FAS No. 313
Sherman County

To:
Mr. Tom Edwards
Construction Engineer
Office

Estimates have been prepared for the cost of placing a light-duty surface on the existing Rufus Road (FAS 313) between Rufus and Wasco in Sherman County with the intention of utilizing this road as a possible detour for eastbound traffic from the Wasco area during construction of U.S. 97; length is 9.6 miles. No field observation was made; however, a log prepared by the City-County Relations Division was used.

From the City-County's road log, it is found that the northerly 3 miles of this county road between Rufus and Wasco has a 20-foot bituminous surfaced road in good condition with no improvement anticipated. The remainder 6.6 miles to be improved has a gravel surface, 24 feet wide, in satisfactory condition. If it is typical of other county roads in the area that are familiar to the writer, a leveling course with some sort of bituminous macadam would suffice as a detour measure. With this in mind and assuming the present gravel surface is adequate, two inches of leveling course is used with a bituminous macadam wearing surface. The 24-foot roadway width would accommodate 20 feet of pavement having average two-foot shoulders. Estimated costs for several penetration pavement types are tabulated below:

	0-30 Oil Mat	0-9 Oil Mat	0-11 Oil Mat
Surface and Oil	$37,000	$53,000	$69,000
Right of Way	- - -	- - - -	- - - -
Est. Const. Cost	$37,000	$53,000	$69,000

The Sherman Highway (U.S. 97) presently carries 750 A.D.T. and it is assumed by the writer that two-thirds is westbound and one-third is eastbound. On this basis, the traffic on this county road (FAS 313) will be increased from 80 to 330 A.D.T. The foregoing design is considered to be adequate for this traffic because of the temporary nature of the proposed diversion.

A sketch is attached delineating the improvement in red.

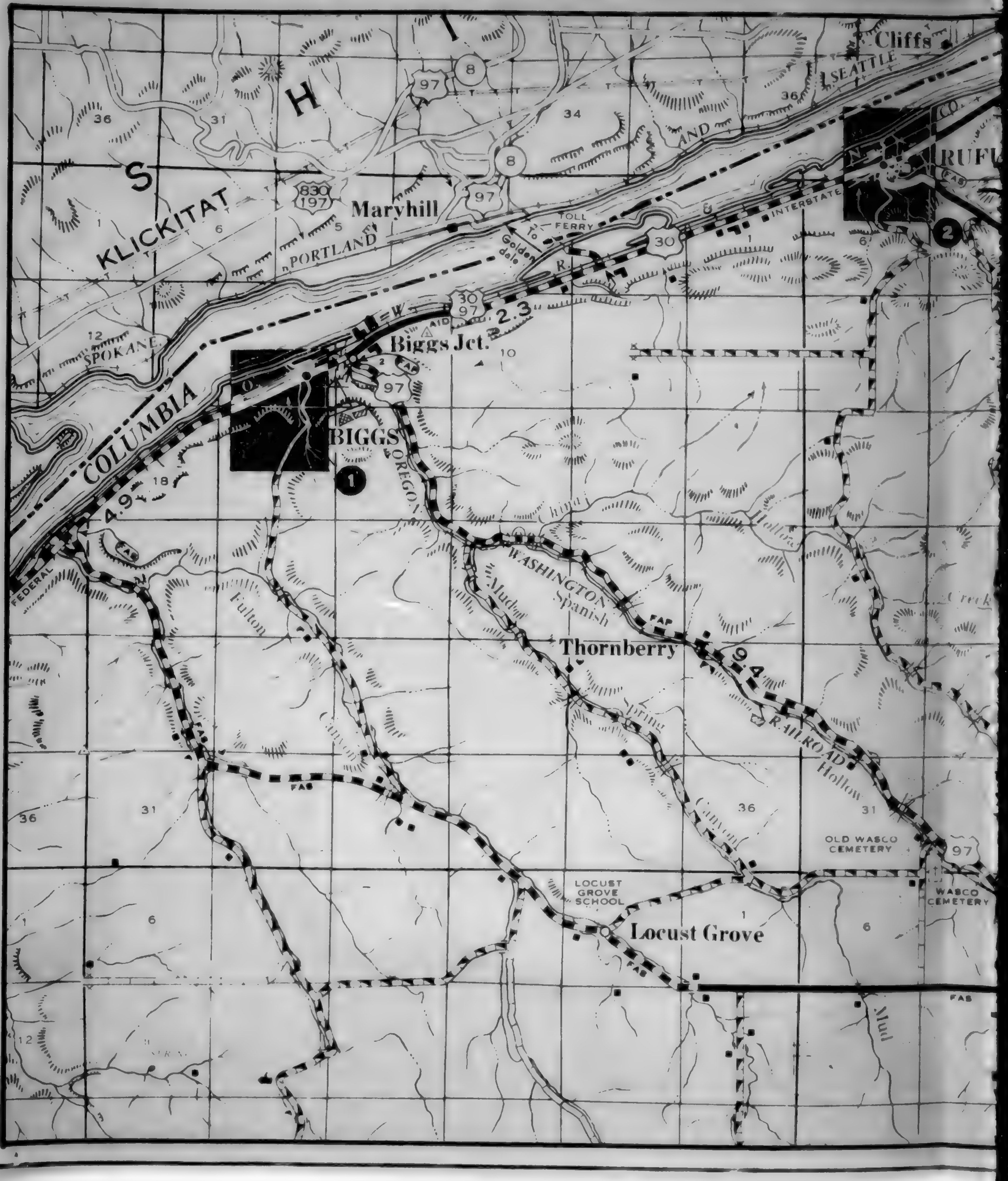
J. E. Morelock
Chief Locating Engineer

By W. H. Tebeau

W. H. Tebeau
Reconnaissance Designer

WHT:fp
Attach.

B-150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Fulton
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Thornberry
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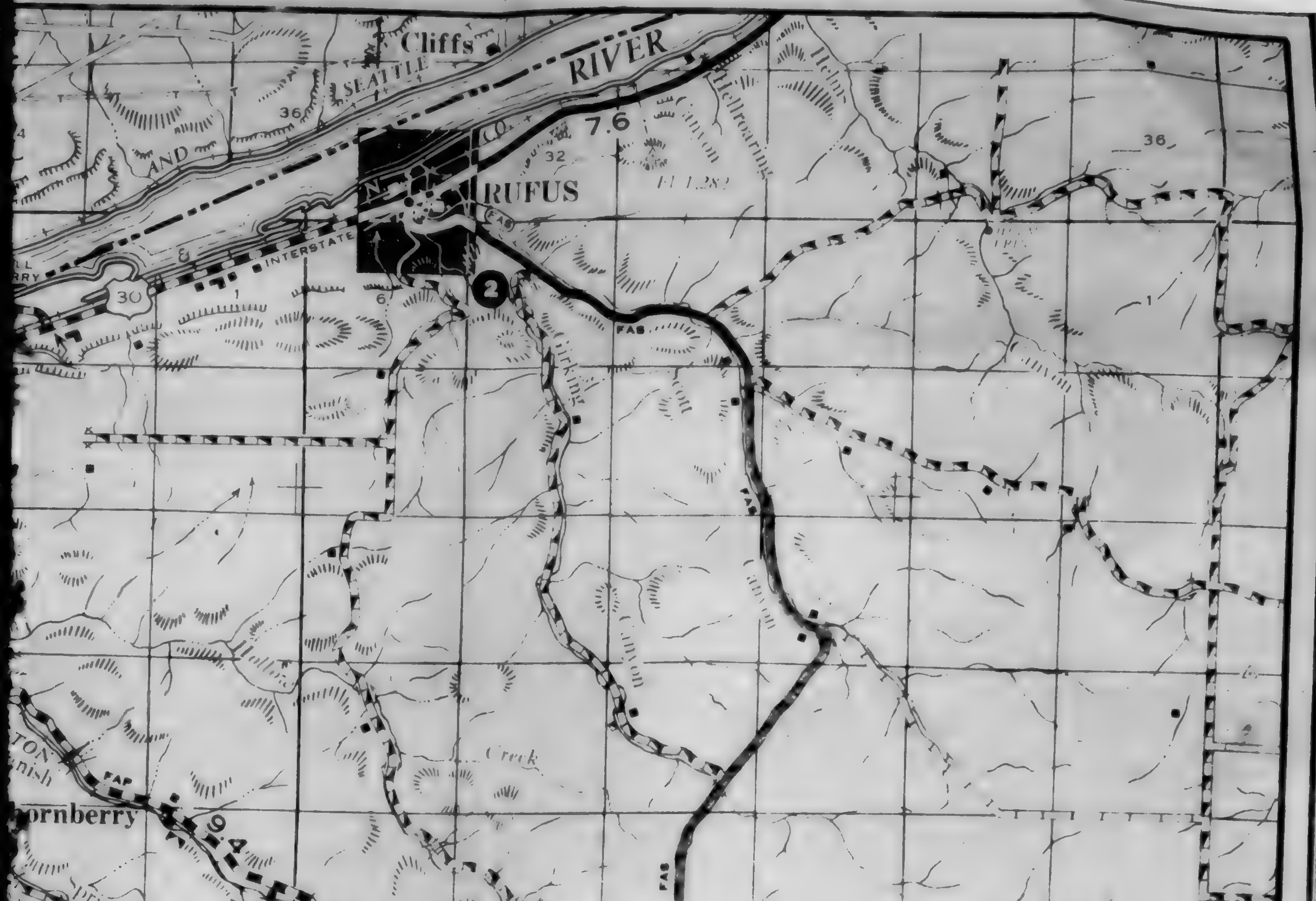
Creek
OLD WASCO CEMETERY
WASCO CEMETERY
LOCUST GROVE SCHOOL
Locust Grove
Mud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GROVE
SCHOOL
Locust Grove
WASCO
CEMETERY
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WASCO
Pop 325 (Est)
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WASCO
AIRPORT
Mud
Klondike
Spanish NAVIGATION
Hollow
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RECEIVED
FEB 15 1961
FOR FILING

[illegible]

5903

February 15, 1961

Mr. Kenneth N. Fridley, Member
Oregon State Highway Commission
Post Office Box 33
Wasco, Oregon

Dear Mr. Fridley:

You recently made inquiry, through Mr. Lindas, as to the status of the Spanish Hollow project on Highway 97.

Two things, in general, occasioned the delay on this job. First, we have had considerable difficulty in resolving problems involving off-track maintenance with the Union Pacific Railroad Company. Second, we have had some difficulty in straightening out matters involving right of way from the Corps of Engineers. The Corps has insisted that certain wildlife matters be settled prior to granting title or easement rights. We are attempting to resolve these matters at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

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FEB 8 1961

FOR FILING

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5903

February 3, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Mr. Baker:

Under date of December 27, 1960, you advised that the easements which we had requested for channel changes along the Biggs Junction- Mud Hollow Section of the Sherman did not provide sufficient room for off-track maintenance requirements, and in that letter you asked that these channel changes be kept at least 25 feet from the centerline of track.

We have studied this very carefully and find that we can provide only 20 feet for the off-track maintenance requirements. Under Bureau of Public Roads policy, 18 feet is specified as the width for off-track maintenance operations and in providing two feet additional, we feel that we are providing adequate room for these operations.

I would also call you attention to the fact that none of these channel changes is of any great length, the longest encroachment being 350 feet. The extent of the proposed encroachment is shown in orange on the map and the area shown in blue is for construction only so that we may place the rock slope protection on the sides of the channel change.

It would be appreciated if you would examine the maps and cross-sections of which I am submitting four copies and expedite in every way possible the preparation of an agreement so that this project can be placed under contract. I am also attaching four copies of the descriptions covering the encroachments which we have prepared in our office.

A part of this project forms the connection with the toll bridge across the Columbia River which is now under construction and we have agreed with the State of Washington that we will make a connection to this bridge by the time the structure is complete and ready for traffic.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mm
attach.

cc: Mr. W. C. Williams
Mr. Tom Edwards - I am returning one set of the plans and cross-sections and ask that you keep these in your files.

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

DECEMBER 27, 1960

(Ref. File: D322 - 0 - 13)

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Ass't. State Highway Engineer

Dear Sir:

(R/W File 32132) Biggs Junction -
Mud Hollow Section
Sherman Highway

Referring to your letter of November 18 requesting easements to cover 5 locations for encroachments to make channel changes in connection with reconstruction of Sherman Highway:

Account of the steep canyon walls on one side of our track through this area, the only location which we have for off-track equipment roadway is between the track and channel of creek. So that Railroad may have sufficient room to construct such roadway, it will be necessary that encroachment for such channel changes be kept at least 25' from centerline of track. Our proposed roadway is based on a grade extending 25' from centerline of track with top of roadway 1.25' below top of tie and 1½:1 slope. One of the proposed encroachments shown at Railroad Sta. 163+75 to Sta. 165+14 is sufficient distance from the track to provide room for such roadway; however the other 4 locations require revision to leave sufficient room for such roadway.

The cross-sections for the proposed channel change, extending between Railroad Engineers Sta. 194+00 and Sta. 198+10, indicate solid rock, whereas from visual inspection of the area, believe that solid rock is not encountered until a depth of approximately 10 to 15' below top of tie, in view of which it will be necessary to use a 1½:1 slope.

#2 - Mr.W. C. Williams December 27, 1960

In view of necessity for Railroad to retain sufficient area between track and channel, your request for encroachments on basis of present highway design must be declined. Granting of any encroachments in this area for channel change will be based on the State providing suitable riprap protection on track side of channel throughout the limits of all these channel changes, and also on the basis of State bearing the cost of repairing and maintaining these channel changes after they are constructed.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

RECEIVED
DEC 29 1960
OREGON
STATE HIGHWAY COMMISSION

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5903

Salem, Oregon
December 30, 1960

Spanish Hollow Channel Changes
Biggs Junction-Wasco Section
Sherman Highway

Mr. Tom Edwards
Construction Engineer
BUILDING

Attention: Mr. George Wills

Reviewing my report of August 11, 1960, in an attempt to arrive at channel change widths which will require a minimum of encroachment on railroad right of way, I find that a narrower channel may be feasible, though not necessarily advisable.

By reducing the width of a channel the depth of flow is of course increased, as is the velocity of flow and the erosive ability of the water. The natural channel at flood stage generally has a wider bottom and flatter side slopes than any of the proposed channel changes. The natural material then, where it has been stable in the past, may become unstable under the new channel conditions. This would apply to the bottom as well as the side slopes. Slope protection such as is shown in Fig. 1 is subject to failure, especially at the toe, if the channel bottom is eroded. For that reason a section such as Fig. 2, which provides positive support at the toe, is preferable. Of course, in a relatively narrow channel it may be less expensive to reinforce the entire bottom than it would be to excavate toe trenches and backfill with riprap.

In the case of the channel change between Stations 41+50 and 45+50, for a 20-ft. bottom the depth of flow would be about 4.2 feet with velocity of 9.4 f.p.s. and would require for riprap, rock with 25 percent equal to or larger than 16 inches in diameter. Reducing the bottom width to 15 feet would increase the depth of flow to 4.8 feet, the velocity to 9.7 f.p.s. and the riprap size required to 25 percent larger than 20 inches. A further reduction to 10-ft. bottom would increase the depth to 5.4 feet, the velocity to 9.8 f.p.s. and the riprap size requirement to 24 inches.

The channel change between Stations 52+50 and 57+50 is shown as using 150 feet of 1/4:1 slopes through the center of the channel change. Obviously, this would have to be a solid rock cut to stand on this slope. Failure to find rock would necessitate the use to masonry, bagged concrete or poured concrete walls. The estimated depth of flow would be 5.4 feet and the velocity 11.6 f.p.s. for a 15-ft. bottom channel or 7.5-ft. depth and 11.5 f.p.s. velocity for a 10-ft. bottom channel. The riprap at the outlet of the solid rock section would have to be very heavy--25 percent equal to or larger than 30 inches.

The channel change between Stations 109 and 131 would be comparable to that between Stations 41+50 and 45+50, except that upstream from Station 125, the entrance of Muddy Hollow, there would be a greater margin of safety because of the reduced discharge.

Between Stations 154 and 157 the bottom shown on the cross-sections is 15 feet. This is above China Hollow and my report of August 11 indicated that an 11-ft. bottom would flow at 3.5-ft. depth and 8.3 f.p.s. velocity with a bottom slope of 3.5 percent. At this particular site the bottom slope is apparently 2.6 percent and the depth of flow would be 3.8 feet at 7.4 f.p.s. velocity. Reducing the bottom width to 8 feet would increase the depth to 4.3 feet and the velocity to 7.7 fp.s. The riprap should be sized such that 25 percent would be 16 inches in diameter, or larger.

John C. Jenkins
Assistant Research Engineer

cc: Mr. G. S. Paxson
JCJ:ms

Spanish Hollow Channel Changes - Biggs Junction Wasco Section - Sherman Highway

No Scale

Dec, 1960

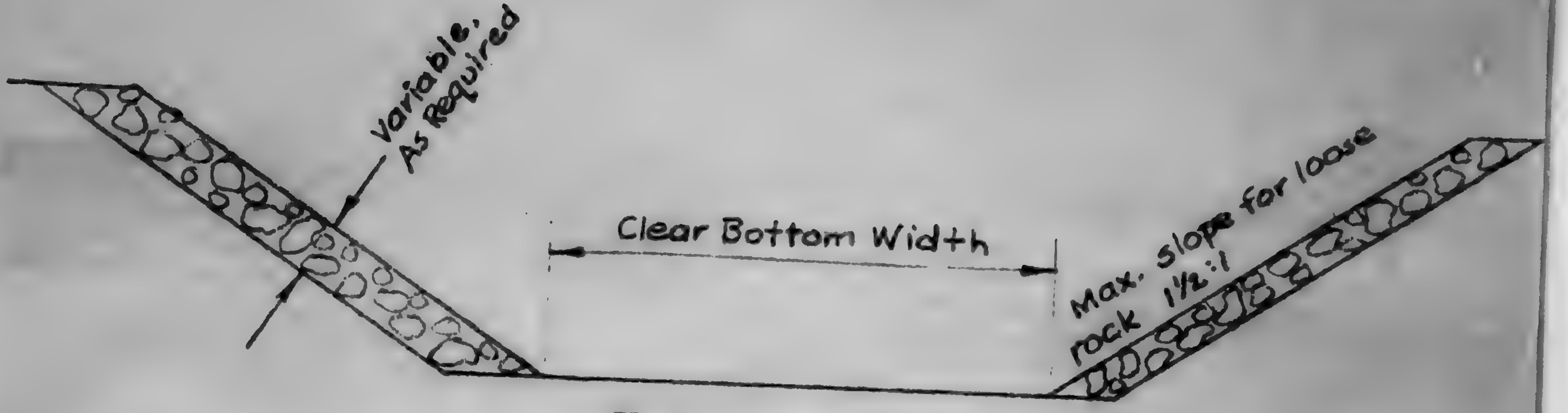

Fig. 1

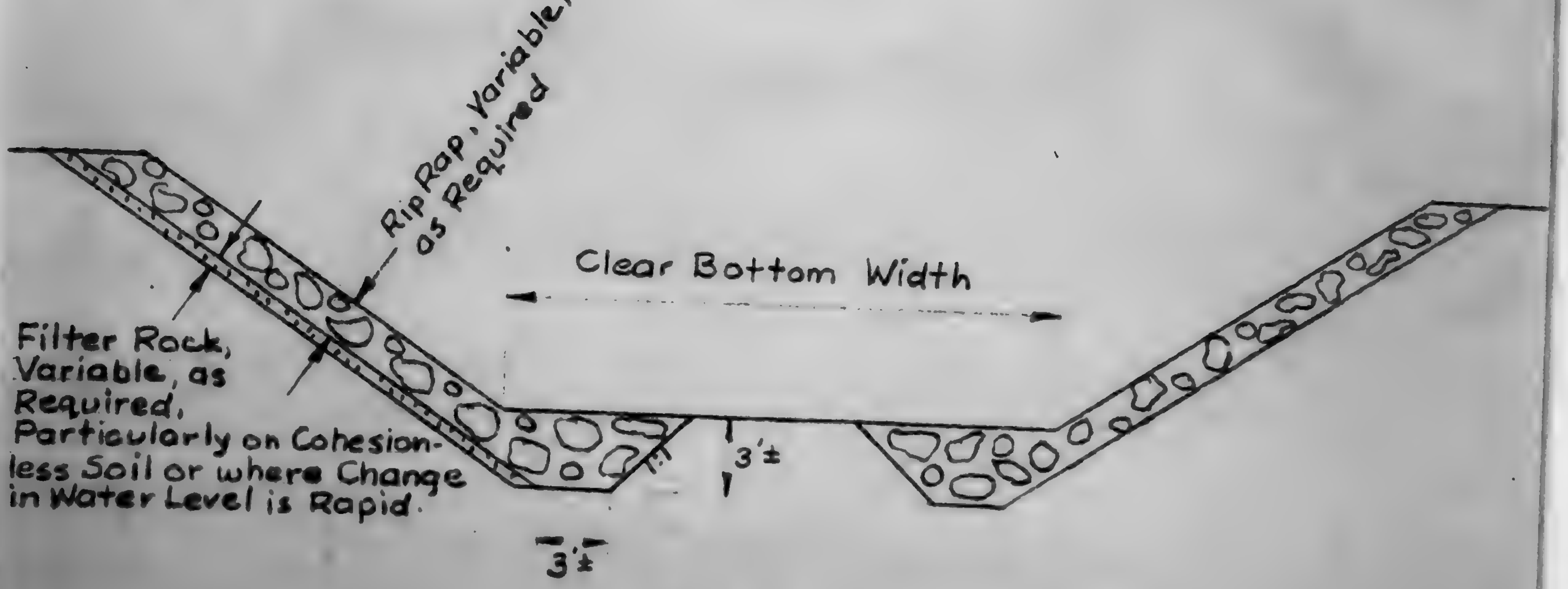
Rip Rap, Variable, as Required
Clear Bottom Width
Filter Rock, Variable, as Required, Particularly on Cohesionless Soil or where Change in Water Level is Rapid.
1:1
3'±
3'±

Fig. 2

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1960
FORM E-30X 50M 2-60 26119

5703

5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1960

SUBJECT: Biggs-Mud Hollow Section

To:

MEMO TO THE FILES

This date, called Mr. Darrell Hedges of the Washington State Toll Bridge Facility; got hold of a Mr. Nichols, regarding the anticipated completion date of their south abuttment at the Biggs Rapids Bridge. Mr. Nichols in turn contacted their resident engineer, J. Harris, located at Maryhill, and he called this office with the information that the south abuttment would be completed so that we could start placing embankment materials around it in March of 1961.

Inasmuch as we do not anticipate scheduling of this job before March or April, there would appear to be no conflict.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper
Ivan Merchant
R. L. Porter

NOTED
FORREST COOPER

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1960
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NOV 18 1960
FOR FILING

5903

November 18, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: R/W File 32132
Union Pacific Railroad Co.
Biggs Junction-Mud Hollow Road Section
Sherman Highway
Sherman County

Dear Sir:

Herewith four copies of easements covering seven parcels on the Biggs Junction-Mud Hollow Road Section of the Sherman Highway in Sherman County. Also, under separate cover, I am sending you four prints each from a map 33-19-20, dated October 1960 and revised November 20, 1960, showing the locations of the encroachments, and four prints each from Drawings 33-20-11A, 33-20-12A and 33-20-12B, all dated November 1960.

You have previously received prints of our bridge vicinity maps and layouts covering the grade separations with your main line described in Parcel #4 and with your Grass Valley Branch described in Parcel #2. The remaining five encroachments are for minor channel-change work straightening out the creek channel in that area.

This is a project which includes the connection to the Columbia River Bridge now under contract, and it is of extreme importance that we have our part of the work done by the time the bridge is completed. We would appreciate your early consideration of this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright

FORM E-30 80M 2-60 28119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 17, 1960

SUBJECT: R/W File 32132 - U. P. R. R.
Biggs Junction-Mud Hollow Road Section
Sherman Highway
Sherman County

To: Mr. G. S. Paxson
Assistant Highway Engineer
Office

Date Oct 1960
Rev Nov 20 1960

Attached are 4 copies of descriptions dated November 14, 1960 and 4 prints each of encroachment Map 8B-19-20 and cross-section Maps 8B-20-11a, 8B-20-12a and 8B-20-12b, dated November 1960, concerning encroachments and easements from the U. P. R. R., on the subject section.

Date Nov 1960

Date Nov 1960

Date Nov 1960

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

FOS:cw

Attach

cc: Mr. W. T. Wright

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NOV 1[illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
C. S. PAXSON

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FOR FILING
T-8N-2(25)102
5903

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1960

SUBJECT: R/W File 32132 - U. P. R. R.
Biggs Junction-Mud Hollow Road Section
Sherman Highway
Sherman County

To:
Mr. W. T. Wright
Right of Way Engineer
Office

Attached are descriptions and authorization for easements and encroachments involving the U. P. R. R. Company, on the subject section.

Four prints of encroachment map 8B-19-20 and cross-section maps 8B-20-11a, 8B-20-12a and 8B-20-12b are being submitted to Mr. Paxson today.

Tom Edwards
Construction Engineer

By

L. H. Young
Assistant Construction Engineer

FCS:cw

Attach

cc: Mr. G. S. Paxson

G. S. PAXSON

2

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SEP 27 1960
FOR FILING
I-[illegible]
5903

Salem, Oregon
September 26, 1960

Biggs-Wasco Section

Mr. Tom Edwards

The Union Pacific Company has taken exception to our channel changes at the two overcrossing sites, one being at Station 173± and the other at Station 181±. They say that the cut slopes of the channel change are coming too close to their tracks and want a revision to throw the channel change farther away.

G. S. Paxson
Assistant State Highway Engineer

GSP:aw

2-1-4

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JUL [illegible] 1960
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1960

To: [illegible] Edwards
Construction Engineer

SUBJECT: Assignment 1315 F
Biggs Junction-Wasco Section
Sherman Highway [illegible]
Base Design

Materials along the northerly 4½ miles of the Biggs Junction-Wasco Section [illegible] classified as predominantly rock with the extreme northerly mile also containing sand and gravels. However, silt and silt loam soil in the form of mantle soil and pockets is present in sufficient quantities [illegible] to be an important factor in base depth unless care is taken in placement. Through such sections, in order to assure that the poor material does not appear in the top portion of the subgrade, it has been deemed necessary to specify a given depth of selected material. When this requirement is known in advance by the contractor, few problems arise.

In this type of design no subcutting to accommodate selected material is done in rock or granular cuts, and this is shown on the plan profile. This, in effect, breaks the section into different design depths; or, in other words, designates the sections where selected material is not required. This particular breakdown is more accurately accomplished at the time of balancing earthwork, and is generally done in the field.

Southerly of Station 245 grade climbs out of the rock and the material is predominantly a silt loam.

A rather complete pictorial and graphic review of material types has been supplied by the Division Soils Section. It is attached.

G. L. Decker
Staff Assistant

GLD/lg

E P

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FOR FILING

5903

Salem, Oregon
June 3, 1960

Biggs Junction-Wasco
Section - Sherman Highway

Mr. Tom Edwards
Construction Engineer
OFFICE

I am returning the suggested surfacing design for the Biggs Junction-Wasco Section and requesting that it be revised.

I notice that the design is based on soil with an "R" value of 8 overlayed with 18 inches of select subgrade material with surfacing and paving on top. While this design may apply to the upper or southerly portions of this road, I am wondering if it would properly apply to the northerly portions which, as I recall, are largely sand and solid rock. It may be that more than one design would be in order for the northerly portion. Please check.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Encl.

cc Mr. W. C. Williams

S-128(3) Baker County Rds Oil Proj.
vicinity Baker, Halfway & Richmond
#5904 1961

C4A 2387 6.8.61

See FAS 506 (1960 File), Baker County

for 1961 Baker Co. Oiling Project on:

	FAS	Tab.	Section
61-102	506	59-g	Pocahontas [illegible] (3)
61-119	511	59-g	Richland-Powder River
[illegible]	~~[illegible]~~	~~60-h~~	~~[illegible]~~ **
61-11[illegible]	521	60-h	Langrell Corners-Halfway

Oiling Contract 5904

** Pulled from this project 3/30/61 by
Co. Court letter.

Contract 6140

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
8-7-62	CC 773		501-1050-297

INVOICE NUMBER 75612

- Baker County
- Baker, Oregon
- ttn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
DON HARWELL

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$11,500.00	
Less amount previously transferred		9,100.00	
			$2,400.00
County share as per attached statement		$10,364.44	
Less amount previously transferred		9,100.00	
			1,264.44
To be refunded			$1,135.56

NOTED
R. H. PRANGE

5904
445 (2)
521
511
564

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received
By

A 150 (REVISED 7-60)

NOTED
H. S. COX

August 2, 1962

NOTED
DON HARWELL

Baker County Court
Courthouse
Baker, Oregon

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
V R JONES

Gentlemen:

Final costs are now available on the Baker County Roads Oiling project on FAS 506, 511, and 521, Contract No. 5904, as shown in the enclosed cost statement.

In accordance with an agreement dated May 5, 1961, a refund of $1,135.56 is due the County. This refund will be made by our accounting division within the next few days.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

Contract 5904

State

RECEIVED
JUN 26 1962
FOR FILING

Transaction number	Form 2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project report number **8**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 5-25-62	County **Baker**
		Project number **S-128(3)**

5904 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 18**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project	$ **10,367.00**
Revised Federal funds	$ **6,523.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **25** day of **May**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. L. Foster

ASSISTANT **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
By Division Engineer

By W. L. Anderson
W. L. Anderson
Acting Administrative Manager

May 22, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Pocahontas Section, Project No. S-128(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RGC:cr

7-18-61

Monthly Transaction No.	Form (9-12	State **Oregon**
Project Report No.	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County **Baker**
	FEDERAL-AID PROJECT AGREEMENT	Project No. **S-128(3)**

RECEIVED
JUL 21 1961
FOR FILING

S-128(3) S-404(3)
S-445(2)
5904

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. 6 mi. W. of Baker W. 1 mi.
(Pocahontas Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**2-12-60**	**0.991**
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ **9,830**	$ **6,100**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Pocahontas Section, Project No. S-128(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Pocahontas Section, Project No. S-128(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-128(3)

POCAHONTAS SECTION OF FAS ROUTE 506 IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1961

Type Code 5231
Roadway (Sta. 323+00 to Sta. 375+30.18)(Contract 5904)

Hauling and Placing 3/4" - 0 Material in Leveling Course and Shoulders	2,100 cu.yds.	$ 1.20	$2,520.00
Sprinkling	54 M-gals.	3.00	162.00
Preparation of Base	0.99 Miles	300.00	297.00
Hauling and Placing 3/4" - 0 Material in Binder Course	90 cu.yds.	2.60	234.00
Hauling and Placing Aggregates	610 cu.yds.	2.60	1,586.00
MC-2 Asphalt	14 tons	53.00	742.00
120-150 Asphalt	44 tons	50.00	2,200.00
RS-1 Asphalt	12 tons	53.00	636.00
Extra For Oiling Approaches	12 only	35.00	420.00
			$8,797.00
Flagging (57½% of Contractor's Cost)	All Required (20%)		$ 140.00
	Subtotal		$8,937.00
	10% Engr. & Cont.		893.00
	Total		$9,830.00

Length of Roadway - - - - - - - - - - - 0.991 Mile
Cost of Roadway Per Mile - - - - - - - $9,919.27

Federal Funds	$6,100.00
State Funds	1,865.00
County Funds	1,865.00
	$9,830.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

[illegible] 1962

FOR FILING

Baker County Roads Oiling
Contract No. 5904

January 18, 1962

FAS 506, 511 and 521
Prefix No. 501-1050

FINAL COST ANALYSIS
Level Course and Oiling
Contractor: Babler Brothers, Inc.
Resident Engineer: P.F. Burnett

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Haul & Place 3/4"-0 Mat'l in Level Course & Shoulders	10,170	Cu.Yd.	1.20	0.987	10,044.43	12,204.00
Sprinkling	825	M-Gal.	3.00	1.61	1,326.96	2,475.00
Preparation of Base	5.95	Mile	300.00	258.23	1,536.49	1,785.00
Haul & Place 3/4"-0 Mat'l in Binder Course	580	Cu.Yd.	2.60	1.97	1,141.58	1,508.00
Hauling & Placing Aggregate	3,410	Cu.Yd.	2.60	1.97	6,711.72	8,866.00
MC-2 Asphalt	85.67	Ton	53.00	48.30	4,137.78	4,540.51
120-150 Asphalt	264.56	Tob	50.00	46.19	12,219.53	13,228.00
RS-1 Asphalt	84.13	Ton	53.00	48.55	4,084.64	4,458.89
Extra for Oiling Approaches	60	Only	35.00	23.81	1,428.59	2,100.00
FA#1 Force Account (State Participation in Flagging)					579.19	270.00
					$43,210.91	$51,435.40

Gross Revenue	$ 51,435.40
Total Cost	43,210.91
Net Profit	$ 8,224.49

Net Profit equals 15.98% of Gross Revenue

NOTED
FORREST COOPER

RECEIVED
FEB 2 1962
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COSTS - Contract No. 5904

Labor:			
Labor and Supervision		$ 10,022.91	
Labor Insurance		775.94	
Health, Welfare, Pensio, Travel and Transportation		935.02	$ 11,733.87
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental, Owned		4,662.34	
Equipment Rental, Hired without Operator		5,491.72	
Gasolene, Oil and Grease		2,436.78	
Bond		187.74	
Home Office and General Overhead		352.02	
P.L. and P.D. Insurance		143.47	
Move In		1,115.00	
Small Tools and Miscellaneous Supplies		101.92	14,490.99
Material:			
MC-2 Asphalt	85.67 Ton @ $31.25	2,677.19	
120-150 Asphalt	264.57 Ton @ $29.00	7,672.53	
RS-1 Asphalt	84.13 Ton @ $25.00	2,103.25	
Freight	434.37 Ton @ $10.43	4,533.08	16,986.05
		TOTAL COST	$ 43,210.91

Remarks - Contract No. 5904

This was a "Federal Aid Secondary Project" consisting of leveling course and Type 0-11 oil mat wearing surfaces on Unit "A", Langrell Corner-Halfway Section, the length of 3.26 miles on FAS Route No. 521; Unit "B", Richland-Powder River Section, the length of 1.70 miles on FAS Route No. 511; and on Unit "C", Pocahontas Section, the length of 0.99 mile on FAS Route No. 506, all in Baker County.

This project was bid May 23, 1961, awarded May 26, 1961 and completed September 11, 1961.

The contractor's oiling crew began work on Unit "B", Richland-Powder River on Tuesday, July 11, 1961. The equipment on the project consisted of a 1250 gallon distributor, #12 caterpillar blade, a three-wheel self-propelled roller, one truck train, one water sprinkler truck, Flaheraty chip spreader, a 275-A Michigan loader, and five hired dump trucks. The first work done by the contractor consisted of the shaping of the road, then the hauling and placing of the level course. The binder was shot during this same week. The equipment spread was then moved to Halfway on Saturday.

Work on the Longrell Corner-Halfway Section was started on Monday, July 17th and continued through Tuesday. The contractor then shut down all operations because of a strike by the Hoisting and Operating Engineers Union, resuming work August 14th. The level course and binder was completed on Wednesday, August 16th.

The contractor then moved back to Richland where he placed the Type 0-11 mat up to the seal. On Saturday, August 19th, he moved his crew back to Halfway. During the following week he completed the oiling on Units "A" and "B". On August 25th the equipment was moved to Unit "C", Pocahontas, where he began placing the leveling course and shoulder materials.

The oil mat was completed to the seal on Thursday, August 31st, the seal to be completed the following day. However, it rained, so no more work was done until Septdmber 11th when the seal was completed.

The contractor made a very good profit from this project. This was due to the efficiency of a well organized and well directed construction unit, and to the high unit bid prices.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
DEC 20 1961
FOR FILING

5904

December 19, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5904 for leveling course-oiling on county roads FAS #506, #511, #521, in Baker County, was completed by the contractor, Babler Bros. Inc., on September 11, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $1,534.96 will be released to the contractor on or after December 26, 1961. The total contract amount is $51,435.40, of which amount $270.00 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 30, 1961

Section Baker County Roads - FAS Rt

Kind of work Leveling Course & Oiling

Highway Nos. 506, 511 & 521 County Baker

Section prefix 501-1050

Contractor Babler Bros., Inc.

Contract number 5904

Date of contract May 26, 1961

Specified work days 60

Date work started July 11, 1961

Work days used 50

Project authorization $57,129.75

Exclusive of engineering $53,067.19

Per cent of time elapsed 83 %

Estimated cost of completed project, exclusive of engineering $ 51,435.40

Estimated per cent overrun or underrun 3.1 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 4,062.56

Engineering cost to date $ 4,033.00, 99 %

Date project was completed Sept. 11, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contacted Duward Best, County Roadmaster, regarding the widening of roadbed at culvert location on Unit B (Richland-Powder River). He said the County will correct width at this location (approx. Sta. 90+00) either by building up headwall or extending culvert.

Semi-final estimate on this project was taken to La Grande Division Office Tuesday of this week.

This will be the final report on this project.

DIVISION
RECEIVED
1961
NOTED GB
CE

NOTED
JOHN R. OAKES

Signed Guy Ralph Honeywell C.E. I

Address P. O. Box 269, Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.95		5.95	
Miles partially completed		5.95		5.95	
Miles completed		5.95		5.95	
Total estimated quantities (contract)		13,230 c.y.		436 tons	
Total quantities corrected to date		14,160 c.y.		434.36 tons	
Estimated quantities moved or placed to date		14,160		434.36 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Fair & Windy		
Friday	Fair		
Saturday			

NOTED
V. R. JONES

September 18, 1961

Baker County Court
Courthouse
Baker, Oregon

Don H.

-01-102 -01-113 -01-110
FAS 506, 511, & 521

Gentlemen:

This is to advise you that Contract No. 5904, Baker County Roads Oiling Section, in Baker County was completed on September 11, 1961.

Under the terms of the agreement dated May ~~11~~ 5, 1961, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County & City Relations Field Engineer

VRJ:mm

NOTED
JOHN D GRAHAM

RECEIVED
SEP 15 1961
FOR FILING

5904

September 15, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 11, 1961, on Contract No. 5904, Baker County Roads Oiling Section, in Baker County, in connection with Federal Aid Project Nos. S-128(3), S-404(3) and S-445(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: H. S. Cox

7-18-61

Machine Transaction No. RECEIVED JUL 21 1961	Form PR-2 (9-1)	State Oregon
Project Report No. FOR FILING	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	County Baker
		Project No. S-445(2)

S-128(3), S-404(3)
S 445 (2)
5904

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Langrell Corner to Halfway

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-1-61	3.2
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 29,482	Federal funds $ 18,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ State Highway Engineer
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By ~~XX~~ C. G. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer July 18, 1961

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Langrell Corner - Halfway Section, Project No. S-445(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RMC:bm

June 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Langrell Corner-Halfway Section, Project No. S-445(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

BMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-445(2)

LANGRELL CORNER-HALFWAY SECTION
OF FAS ROUTE 521 IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1961

Type Code 5231
Roadway (Sta. 0+00 to Sta. 172+15)(Contract No. 5904)

Hauling and Placing 3/4" - 0 Material in Leveling Course and Shoulders	4,380 cu.yds.	$ 1.20	$ 5,256.00
Sprinkling	114 M-gals.	3.00	342.00
Preparation of Base	3.26 Miles	300.00	978.00
Hauling and Placing 3/4" - 0 Material in Binder Course	300 cu.yds.	2.60	780.00
Hauling and Placing Aggregates	2,020 cu.yds.	2.60	5,252.00
MC-2 asphalt	46 tons	53.00	2,438.00
120-150 Asphalt	150 tons	50.00	7,500.00
RS-1 Asphalt	42 tons	53.00	2,226.00
Extra For Oiling Approaches	48 only	35.00	1,680.00
			$26,452.00
Flagging (57½% of Contractor's Cost)	All Required (50%)		$ 350.00
	Subtotal		$26,802.00
	10% Engr. & Cont.		2,680.00
	Total		$29,482.00

Length of Roadway - - - - - - - - - - - - - - 3.260 Miles
Cost of Roadway Per Mile - - - - - - - - - - $9,043.55

Federal Funds	$18,500.00
State Funds	5,491.00
County Funds	5,491.00
	$29,482.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

7-18-61

Monthly Transaction No. RECEIVED JUL 21 1961	Form -2 (9-1 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. ~~FOR FILING~~ S-128(3), S-404(3) S-445(2) S 904	**FEDERAL-AID PROJECT AGREEMENT**	County **Baker**
		Project No. **S-404(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Richland to Powder River

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-12-60	1.7
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 16,547	$ 10,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Richland-Powder River Section, Project No. S-404(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Richland-Powder River Section, Project No. S-404(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-404(3)

RICHLAND-POWDER RIVER SECTION

OF FAS ROUTE 511 IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1961

Type Code 5231
Roadway (Sta. 15+32 to Sta. 106+69.5)(Contract 5904)

Hauling and Placing 3/4" - 0 Materials in Leveling Course and Shoulders	2,500	cu.yds.	$ 1.20	$ 3,000.00
Sprinkling	72	M-gals.	3.00	216.00
Preparation of Base	1.70	Miles	300.00	510.00
Hauling and Placing 3/4" - 0 Material in Binder Course	160	cu.yds.	2.60	416.00
Hauling and Placing Aggregates	1,070	cu.yds.	2.60	2,782.00
MC-2 Asphalt	24	tons	53.00	1,272.00
120-150 Asphalt	80	tons	50.00	4,000.00
RS-1 Asphalt	24	tons	53.00	1,272.00
Extra For Oiling Approaches	39	only	35.00	1,365.00
				$14,833.00
Flagging (57½% of Contractor's Cost)	All Required (30%)			210.00
	Subtotal			$15,043.00
	10% Engr. & Cont.			1,504.00
				$16,547.00

Length of Roadway - - - - - - - - - - - 1.731 Miles
Cost of Roadway Per Mile- - - - - - - $9,559.21

Federal Funds	$10,400.00
State Funds	3,073.50
County Funds	3,073.50
	$16,547.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

RECEIVED
JUL 19 1961
FOR FILING

5904

July 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 11, 1961, on Contract No. 5904, Baker County Roads Section, in Baker County, in connection with Federal Aid Project No. S-128(3), S-404(3), S-445(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DEP:bm

RECEIVED
JUN 27 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

[illegible]

5904

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Babler Bros., Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5904, awarded May 26, 1961,
for leveling course-oiling County Roads
(FAS #506 #511;#521) in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

OREGON STATE HIGHWAY DEPARTME

INVOICE

69996

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION	
6/15/61	CC-689		501-1050-297	NOTED C. G. SWENSON

INVOICE NUMBER

Baker County
Baker, Oregon

County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposits		$16,000.00	
Less amount retained for Baker County roads oiling section FAS 506, 511, and 521.		2,400.00	
Balance Advance Deposits			$13,600.00
Partial transfer county advance deposit for Baker County Roads Oiling sections of FAS 506, 511, and 521. Covered by agreement dated May 5, 1961.			9,100.00
To be refunded			$ 4,500.00

[illegible]
Cash Received [illegible]
By

A 150 (REVISED 7-60)

NOTED
Harold C. Ayers

June 8, 1961

NOTED
C. G. SWENSON

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

This is to advise that the Baker County Roads oiling project on FAS 506, 511, and 521 has been awarded to Babler Brothers, Incorporated, under Contract #5904.

Baker County has to its credit a pre-advance deposit of $16,000. The advance deposit necessary for this project is $11,500. This amount has been deducted from monies on hand, leaving a balance of $4,500 to be applied on future projects.

Enclosed is a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

Verne R. Jones
Field Engineer

HSC:mm

NOTED
JOHN D. GRAHAM

RECEIVED
JUN 23 1961
FOR FILING

5904

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
June 8, 1961

FAS Project Agreement
Baker County

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr Robert H. Prange
County & City Relations Field Engineer

Attached is a conformed copy of an agreement with Baker County covering the Baker County Roads oiling project on FAS 521, 511 and 506.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Baker County Court.

Secretary

rn
Attach: 1

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
5/15/61

SUBJECT: FAS Project Agreement
Baker County

To: Mr. P. M. Stephenson
OFFICE

Attached are three copies of an agreement covering the Baker County Roads oiling project on FAS 521, 511, and 506. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/5/59 and 11/3/60.

Robert H. Prange
Robert H. Prange
County & City Relations Field Engineer

RHP:mm
Att.

[illegible]

RECEIVED
JUN 8 1961
FOR FILING

[illegible](3)

4904

June 8, 1961

County Court of Baker County
Court House
Baker, Oregon

Gentlemen:

We are enclosing for the records and files of Baker County a fully executed copy of an agreement between the State Highway Commission and Baker County covering the Baker County Roads oiling project on FAS 511, 521 and 506.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc. 1

NOTED
C. G SWENSON

NOTED
H.S. COX

April 28, 1961

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Baker County Roads Section on FAS 521, 511, and 506.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $66,500; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could be mailed so as to arrive in Salem not later than May 15.

It is presently planned to accept bids for this project on May 23.

In conformance with your recent request the Ebell-Pine Creek Corner Section of FAS 506 has been pulled from this project and will be held in abeyance until such time as you wish it advertised for bid letting.

Contract 6160
S. 128(4)
Agree 6/29/62

Very truly yours,

W. C. Williams
State Highway Engineer

By: H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED [illegible]

NOTED
H. S. COX

Salem, Oregon
4/4/61

Mr. Tom Edwards
OFFICE

Baker County Roads Oiling Project
FAS 506, 511, & 521

NOTED
Harold C. Ayers

The subject named project has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission with the following exception~~s~~:

See S-129(u) 6140 [illegible]

The Ebell Park-Pine Corner Section has been pulled from this project at the behest of the County Court, by letter dated March 30, 1961.

The following sections will be incorporated into Baker County's 1961 oiling program:

Pocahontas Section	FAS 506
Richland-Powder River Section	FAS 511
Langrell Corner-Halfway Section	FAS 521

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

cc: Frank Hall
J. E. Morelock
V. G. O'Neil

NOTED
JONE

MEMO TO J. W. NASH
4/4/61
FAS 521, BAKER COUNTY

TERMINI: From junction with Halfway-Cornucopia Highway southerly to Claude Street in Halfway (Langrell Corner-Halfway Section).

PROPOSED WORK: Construction of 3.26 miles of stone leveling course and construction of 3.26 mile of type 0-11 oil mat wearing surface with binder course.

PROJECT LENGTH: 3.26 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$34,200	$20,520	$6,840	$6,840	(County)

EXISTING FACILITIES: Graveled roadway 24' wide completed in 1960 under Contract 5731, Project S-445(1).

ADJACENT SECTIONS:
NORTH END - Bituminous wearing surface 20' wide with 1' shoulders, State Secondary Highway No. 413.
SOUTH END - 20' oil mat, 24' roadway (Record Street).

PROJECT DATA: Construct 20' wide type 0-11 oil mat with 2' shoulders. Contractor will haul and place 3/4"-0" stone leveling course and oiling aggregates from materials furnished and stockpiled by Baker County.

ROW:	55' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
MINIMUM DESIGN STANDARDS:	No exceptions.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under S-445(1).

HSC:mm

BAKER COUNTY
PROPOSED PROJECTS

9-27-60

14-(2)

FAS 521, Langrell Corners-Halfway, 3.3 miles, surface and oil, $30,000.

This project is presently being graded and base material is being placed under Oregon Project S-455(1), and the county plans to place part of the leveling course material in order to carry traffic until the oil mat can be placed.

The project is for the completion of the leveling course and for an 0-11 oil mat 20' wide with 2' shoulders. The county has produced and stockpiled the 3/4"-0" material for the leveling course and also the oiling aggregates.

FAS 506, Ebell Park-Pine Corners Section, 1.5 miles, surface and oil, $27,000.

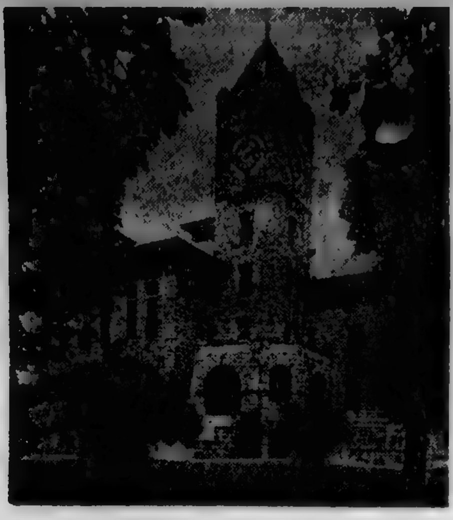
The project is for the placing of leveling course material and the construction of an 0-11 oil mat 20' wide with 4' shoulders.

The county will grade and place base surfacing and will provide 3/4"-0" leveling course material and oiling aggregates in stockpile.

It is planned to include these two projects in a single contract which will also include the Richland-Powder River Section on FAS 511 and the Pocahontas Section on FAS 506. These two sections were previously approved by the Highway Commission but have not been contracted. The Ebell Park-Pine Corners Section adjoins the Pocahontas Section on its westerly end.

60-h
9/27/60

Approved 11-3-60



BAKER COUNTY
BAKER • OREGON

LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

NOTED
H. S. COX

April 6, 1960

NOTED
C. G. SWENSON

APR - [illegible]

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: C. G. Swenson, Engineer
County and City Relations

Dear Mr. Swenson:

I had a conference with Mr. Best our roadmaster and we discussed the earliest date that he thought we could have the base, and crush rock in the stockpile, for the FAS ~~502~~ FAS 511 project. It was our opinion that we should set the date not later than August 1, 1960, as the date for the county to have the base , and the crush rock in the stockpile. We would want the oil put on the road during the month of August, and it is our hope that this would give the contractor amply time.

Sincerely yours,

Lloyd Rea

Lloyd Rea
County Judge

LR:bvl

NOT
JOHN D. C

3-15-60

Cr

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. ______

Name of Project Richland-
Powder River Section, FAS 511

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Baker, Oregon, this 15th day of March, [illegible] 1960.

Baker County Court

Lloyd Rea
Judge

Commissioner

Gill O Wright
Commissioner

Attest:

Grant A. Young, Co. Clerk
By Anita C. Johnson
Deputy.

Copy to Soling 3/17/60

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

January 29, 1960

Hon. Lloyd Rea
Baker County Judge
Courthouse
Baker, Oregon

NOTED
John F. Hagemann

Dear Judge Rea:

Enclosed is one option form in quadruplet covering the right-of-way to be acquired for the Richland-Powder River Section of FAS 511. Also enclosed are four prints of the right-of-way map on the property to be acquired.

When the County has completed negotiations for the required right-of-way for this project, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificate. We should be advised of the conditions, if any, which would affect the construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

CGS:mm

Encl.

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 28, 1960
Salem, Oregon

SUBJECT: Option
Richland-Powder River Sec.

To: C. G. Swenson,
County-City Relations
OFFICE

Attached you will find 1 original option form in quadruplet covering right of way to be acquired in connection with Richland-Powder River Section of a County Road in Baker County. A statement of information was furnished. This contract is scheduled for letting May 31, 1960.

Please return to the Right of Way Department, a copy of the signed option to inform the Highway Engineer the conditions, if any, on the transaction.

We are attaching 5 prints of map number 1R-5-1354 covering this area and bearing our date of January 27, 1960.

30773	Claus P. Sass	0.07 acre

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC
blr
enc. 1 orig. option form
5 prints of map

cc: A. F. Parson, w/map
K. A. Chatwood

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
1/18/60

FAS 506, BAKER COUNTY

TERMINI: Marble Creek Road to Wingville Road (Pocahontas Section).

PROPOSED WORK: Construct 2-lane intermediate type surface.

PROJECT LENGTH: 0.99 mile.

NOTED
John F. Hagemann

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$14,000	$8,400	$2,800	$2,800 (Co.)

EXISTING FACILITY
ROADWAY: 30' wide gravel base constructed by Baker County to approved highway department standards.
STRUCTURES: None.

ADJACENT SECTIONS
WEST END: Light gravel surface 20' wide on 22' to 26' wide roadway.
EAST END: Type O-11 oil mat wearing surface 20' in width with 2' shoulders constructed in 1952 under Oregon Project S-128(1).

PROJECT DATA: Place a 4" deep crushed gravel leveling course using county-furnished aggregates and construct a type O-11 oil mat wearing surface 20' in width with 4' shoulders on the bottom course base prepared by Baker County to approved highway standards.

ROW WIDTH:	50' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
MINIMUM DESIGN STANDARDS:	No exceptions.
UNUSUAL OR COMPLICATED SITUATION:	None.

Route data submitted under Oregon Project S-128(1).

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
1/18/60

FAS 511, BAKER COUNTY

TERMINI: Richland to Powder River (Richland-Powder River Section).

PROPOSED WORK: Construct 2-lane intermediate type surface.

PROJECT LENGTH: 1.73 miles.

NOTED
John F. Hagemann

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$16,000	$9,600	$3,200	$3,200 (Co.)

EXISTING FACILITY
ROADWAY: 30' wide gravel base constructed by Baker County to approved highway department standards.
STRUCTURES: Eagle Creek - 170' long RCDG, HC 24', H20-S16, constructed in 1959 under DS-404(1).
Powder River - 150' long RCDG, HC 24', H20-S16, constructed in 1959 under S-404(2).

ADJACENT SECTIONS:
NORTH END - Bituminous wearing surface 20' wide with 2' shoulders.
SOUTH END: 16' wide light gravel wearing surface on 22' wide roadway.

PROJECT DATA: Construct a 2" deep crushed rock leveling course and a type O-11 oil mat wearing surface 20' in width with 4' shoulders, using county-furnished aggregates, on the grade and bottom course base prepared by Baker County to approved highway department standards.

ROW WIDTH:	50' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.

MINIMUM DESIGN STANDARDS: Two substandard horizontal curves - one 19° 30' and one 28°. Further improvement of these curves would disrupt existing irrigation facilities and seriously impair a small farm operation adjacent to each curve location. This is particularly true at the 28° curve where improvement to minimum AASHO standards would involve the taking of farm buildings and reducing the farmer's land to a point which would eliminate his farm operation. Due to circumstances involved, the alignment utilizing the 19° 30' and 28° curves is believed to be in the ~~[illegible]~~ public interest.

UNUSUAL OR COMPLICATED SITUATION: None.

Route data submitted under DS-404(1) and S-404(2).

(Jack: Check any traffic volume supplied by the traffic division if it is much in excess of 100 ADT. The traffic holds fairly ~~highway~~ high from Richland to the cemetery approximately ½ mile south. It then drops off to less than 100)

JFH:mm

NOTED
V.R IONES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Salem, Oregon
January 15, 1960

Mr. Tom Edwards
OFFICE

Pocahontas Section, FAS 506 - C1-102
Richland-Powder River Section, FAS 511
Baker County
C1-119

NOTED
John F. Hagemann

The subject named county FAS projects have been examined and found to be generally consistent with the projects as proposed by the county and approved by the Highway Commission.

The westerly terminus of the Pocahontas Section, FAS 506, should be cut back to the P.C. at station 375+30.18 in order to avoid discussion with the B.P.R. of the substandard 15° 45' curve. This only reduces the project length by 270' and saves writing a lengthy justification for the curve when programming it with the B.P.R. Using station 323+00 (end of Oregon Project No. S-128(1) constructed in 1952) as the east end, this would result in a project length of 0.99 mile.

The 19° 30' and 28° curves within the limits of the Richland-Powder River Section of FAS 511 have been discussed with Mr. Cowan of the B.P.R. and he has advised that these would be acceptable.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Vic Wolfe
V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

FORM E-30 50M 11-58 19690

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 24, 1959

SUBJECT: F.A.S. projects 506-511
Baker County

NOTED
Harold C. Avers

To:

Mr. Clarence Swenson
County & City Relations Engineer
Salem, Oregon

Attention: John F. Hagemann

As per your letter of November 9th, I contacted Judge Rae and he advises that the county expects to complete the work on F.A.S. 506 sometime this winter. The work to be done by the county on F.A.S. 511 will not get under way until spring, and the completion of the work to be done by the county is estimated to be June 15th.

E. G. Bickmore
E. G. Bickmore
Assistant Division Engineer

EGB:dj

RECEIVED
NOV 25 1959

NOTED
V. R. JONES

NOTED
C. G. SWENSON

November 9, 1959

NOTED
Harold C. Ayers

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

On November 5, the Highway Commission approved the two projects described in the attached tabulation for construction with FAS funds available to Baker County.

Preliminary engineering for these projects will be handled under the supervision of our division office with headquarters in La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att: Tab. 59-g

PROPOSED PROJECTS
BAKER COUNTY

21-102 - FAS 506, Pocahontas Section, 1 mile, $15,000. This section extends from the county road junction immediately east of Mill Creek easterly to the existing bituminous surface constructed under Oregon Project S-128(1), Pocahontas-Baker Section.

The proposed project is to place a crushed stone leveling course, using county furnished 3/4"-0" aggregate, and construct a type O-11 oil mat wearing surface 20' in width with 4' shoulders. The 3/4"-0" aggregate for the leveling course and shoulders is stockpiled at the Wingville pit located approximately 2 miles from the center of the proposed project and will be furnished to the contractor at no cost. The oiling aggregates are to be furnished by the contractor. Two possible sources would be regular commercial sources or the Forest Boundary-Haines project contractor. The county will widen and place pit run gravel bottom course base as required. The base design furnished by the Soils Division is the same as that used for the Wingville Section contracted in 1957.

The $15,000 programmed is a preliminary estimate and may be adjusted as more accurate information becomes available.

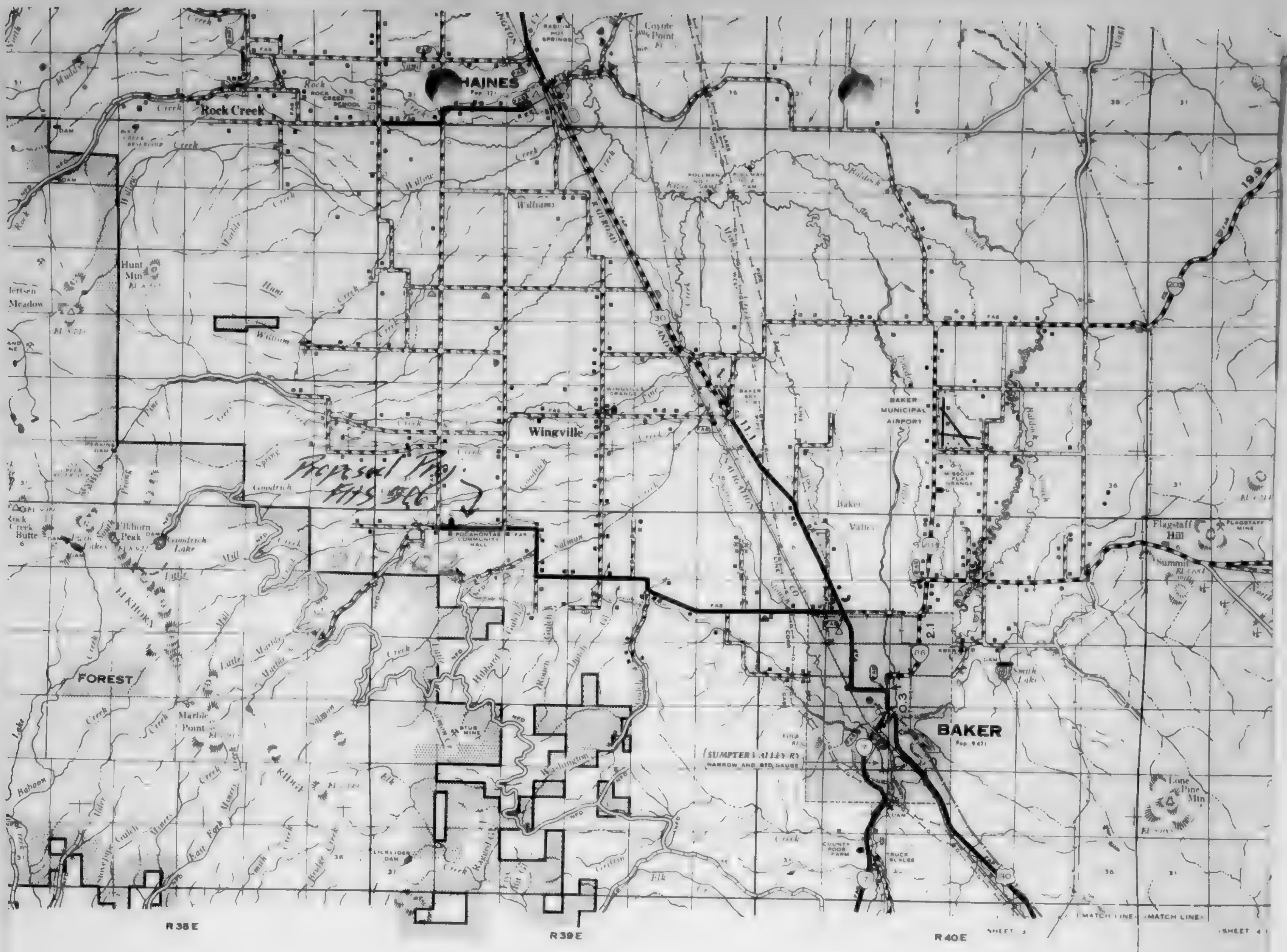
[illegible] - FAS 511, Richland-Powder River Section, 1.7 miles, $15,000. This section extends from the Richland city limits southerly to the Powder River.

The proposed project is to place the leveling course and construct a type O-11 oil mat wearing surface 20' in width with 4' shoulders using county furnished aggregates. The county will crush and place in stock pile the leveling course, shoulder, and oil mat aggregates at no cost to the contractor. The county will grade and place the bottom course base in accordance with our survey and prior to constructing the FAS project.

The $15,000 programmed is a preliminary estimate and may be adjusted as more accurate information becomes available.

Approved
11-5-59

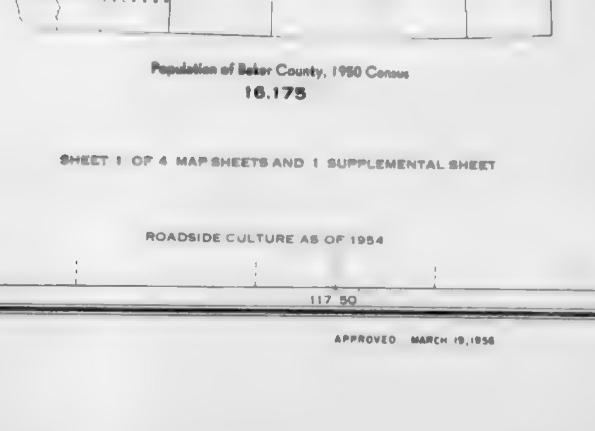
59-g
10/12/59



ANE BASE, CIVIL
'S LIGHT BEACON
ER OBSERVATION STATION
CAPITOL
Y SEAT
R LOCALITY
UNIT
NG, OTHER THAN FARM
OF DWELLINGS
BUILDING, T-TOWNHALL G-GRANGE
L
H
ERY
AID STATION
AL
STATION, WITH CALL LETTERS
OFFICE OR (†) ATOP ANY BUILDING
SS ESTABLISHMENT
Y OR INDUSTRIAL PLANT
L
ELEVATOR

WAREHOUSE
STOCK LOADING PEN
POWER PLANT-HEATING PLANT-PUMP HOUSE
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK—OIL TANK—GAS TANK
DISPOSAL, D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT — QUARRY
MINE
CAMP AREA OR LODGE
PARK OR CLUB. SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION

KEY TO COUNTIES



Population of Baker County, 1950 Census
16,175

SHEET 1 OF 4 MAP SHEETS AND 1 SUPPLEMENTAL SHEET

ROADSIDE CULTURE AS OF 1954

APPROVED MARCH 19, 1956

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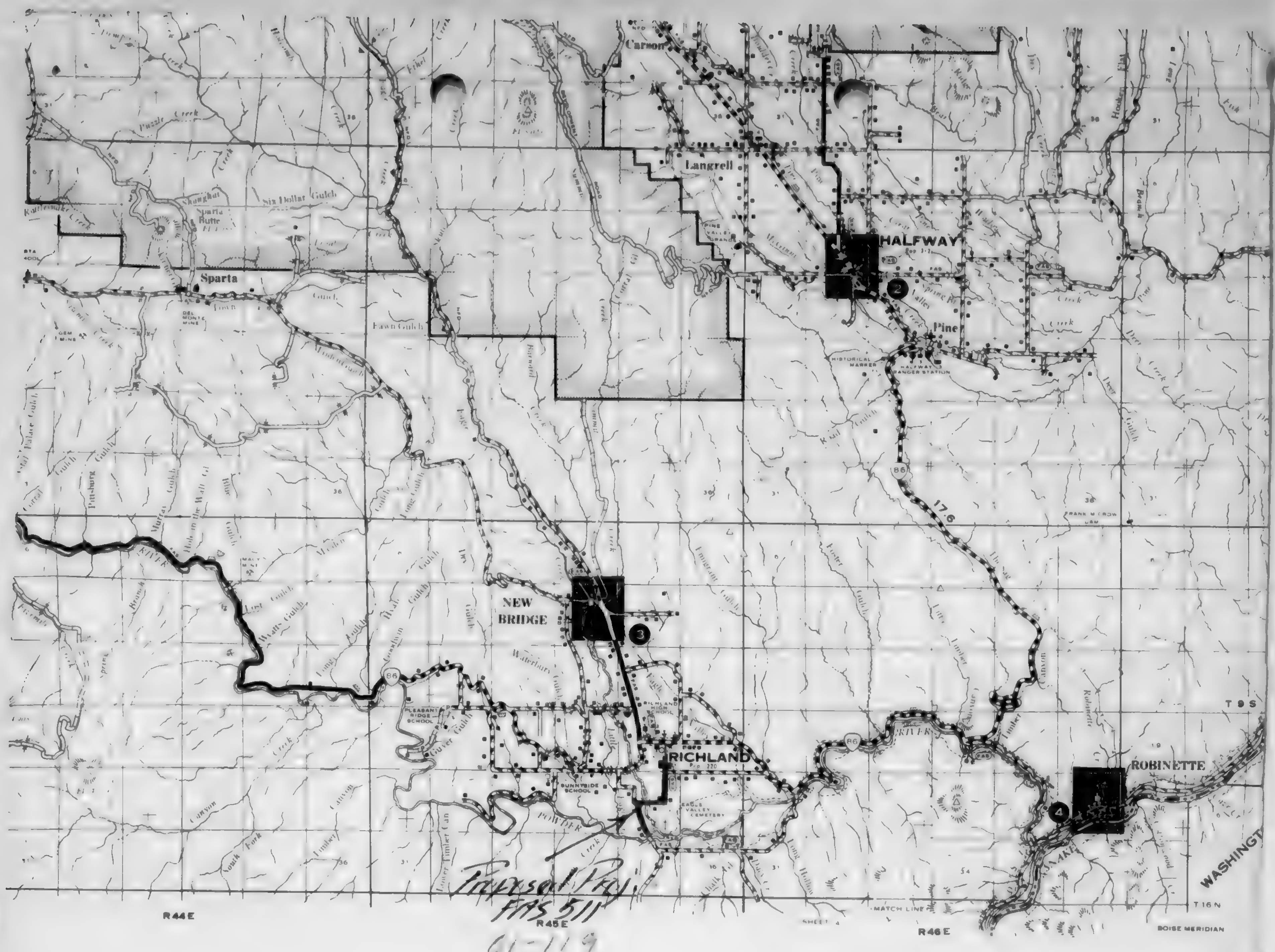


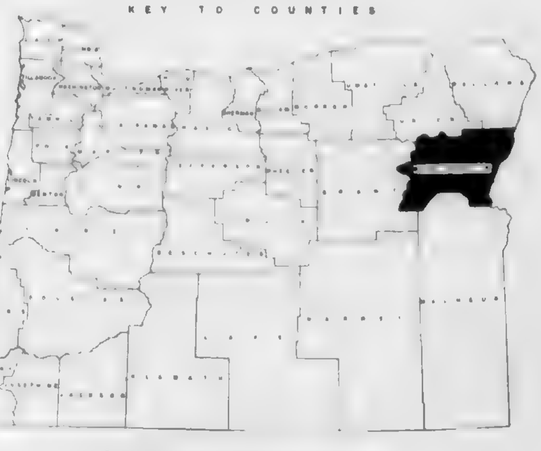
Proposed Proj.
FAS 511
61-119

ID

- IN USE — NOT IN USE
- SEAPLANE BASE, CIVIL
- AIRWAYS LIGHT BEACON
- WEATHER OBSERVATION STATION
- STATE CAPITOL
- COUNTY SEAT
- CITY OR LOCALITY
- FARM UNIT
- DWELLING, OTHER THAN FARM
- GROUP OF DWELLINGS
- PUBLIC BUILDING, T-TOWNHALL G-GRANGE
- SCHOOL
- CHURCH
- CEMETERY
- FIRST AID STATION
- HOSPITAL
- RADIO STATION, WITH CALL LETTERS
- POST OFFICE OR (†) ATOP ANY BUILDING
- BUSINESS ESTABLISHMENT
- FACTORY OR INDUSTRIAL PLANT
- SAWMILL
- GRAIN ELEVATOR

- WAREHOUSE
- STOCK LOADING PEN
- POWER PLANT-HEATING PLANT-PUMP HOUSE
- POWER SUBSTATION
- TRANSMISSION LINE
- WATER TANK—OIL TANK—GAS TANK
- DISPOSAL, D-DUMP S-SEWAGE I-INCINERATOR
- ROAD MATERIAL STOCK PILE SITE
- GRAVEL OR CINDER PIT — QUARRY
- MINE
- CAMP AREA OR LODGE
- PARK OR CLUB, SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
- FAIRGROUNDS OR RACE TRACK
- DRIVE-IN THEATER
- MILITARY INSTALLATION
- FOREST RANGER STATION
- OBSERVATION OR LOOKOUT TOWER
- FISH HATCHERY
- BENCH MARK
- TRIANGULATION STATION

KEY TO COUNTIES



Population of Baker County, 1950 Census
16.175

SHEET 2 OF 4 MAP SHEETS AND 1 SUPPLEMENTAL SHEET
SEE SUPPLEMENTAL SHEET 2A-3A-4A FOR ENLARGED AREAS

1 - CORNUCOPIA
2 - HALFWAY
3 - NEW BRIDGE
4 - ROBINETTE

ROADSIDE CULTURE AS OF 1954

117 20 117 15 117 10 117 05 117 00

APPROVED MARCH 19, 1956

9-16-59

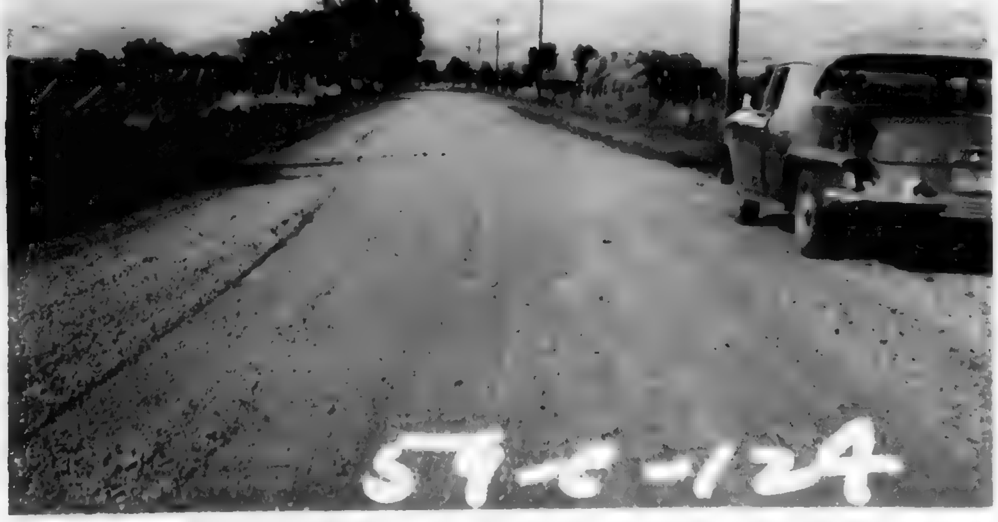
FAS 511 **County** Baker **Contract No.** [illegible]

Section [illegible] River

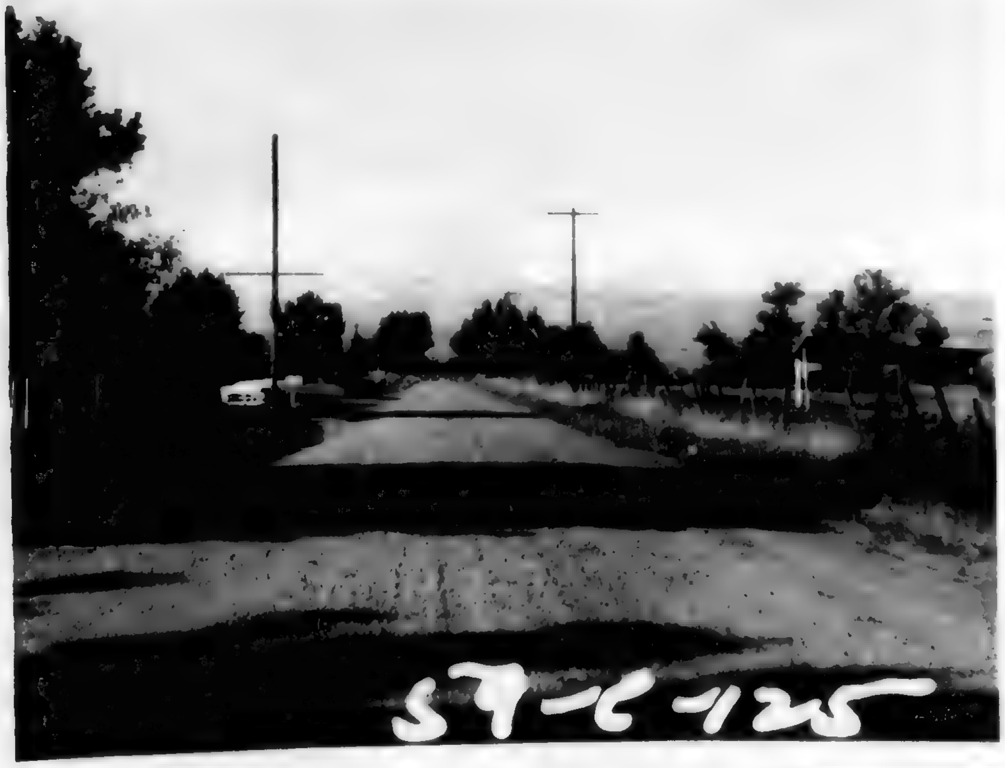
Location 59-C-124 } [illegible]

[illegible] } [illegible]

9-16-59



59-C-124



59-C-125

9-16-59

FAS 511 **County** Baker **Contract No.** 5904

Section Richland – Powder River

Location 59-C-124 } P.C. of curve at Cemetery looking N.

59-C-125 } Rd. Lt. looking N.

9-16-59

[illegible] FAS 511

P.C. curve at Cemetery looking N toward [illegible]

Baker FAS 511 [illegible]

[illegible] looking N

FAS [illegible]. County Baker Contract No. ______

Section ______

Location ______

______

[illegible]

9-[illegible]-59

904

[illegible]

415 [illegible]

1-8320 Maiden Gulch-Copperfield Rock Prod.
Proj. East of Baker
#5905 1961

RECEIVED
APR 23 1962
FOR FILING

April 12, 1962

Maiden Gulch-Copperfield
Contract No. 5905

FINAL COST ANALYSIS
Rock Production
Contractor: N. A. Toole
Resident Engineer: P. F. Burnett

Baker-Homestead & Cornucopia Hwy.
Prefix No. 1-8320

5905

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Cr. Mat'l in SP	5,724.10	Cu. Yd.	3.34	2.85	16,309.43	19,118.49
1/2"-1/4" Cr. Mat'l in SP	11,911.60	Cu. Yd.	3.35	2.85	34,040.85	39,903.86
1/4"-#10 Cr. Mat'l in SP	9,497.20	Cu. Yd.	3.35	2.85	27,141.00	31,815.62
601. #10-0 Screen Rejects in SP	3,589.00	Cu. Yd.	0.25	0.25	897.25	897.25
602. 3/4"-0 Screen Rejects hauled to SP F	150.00	Cu. Yd.	0.25	0.25	37.50	37.50
603. Hauling Screen Rejects to SP F	930.00	Yd. Mi.	0.12	0.12	111.60	111.60
605. Liquidated Damages	10	Day	90.00			-900.00
606. Haul Adj. favor Contr.	10,960.00	Yd. Mi.	0.12	0.12	1,315.20	1,315.20
					$79,852.83	$92,299.52

Gross Revenue	$ 92,299.52
Total Cost	79,852.83
Net Profit	$ 12,446.69

Net Profit equals 13.48% of Gross Revenue

NOTED

RECEIVED
APR 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST - Contract No. 5905

Labor:		
Labor and Supervision	$ 21,090.10	
Labor Insurance	2,608.16	
Health and Welfare	461.50	
Travel - Transportation	450.00	
Pension	461.50	$ 25,071.35
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	20,900.20	
Equipment Rental, Hired without Operator	10,949.53	
Equipment Rental, Hired Fully Operated	1,602.23	
Gasolene, Oil and Grease	6,442.76	
Bond	675.00	
Explosives	2,013.63	
Home Office and General Overhead	821.00	
P.L. and P.D. Insurance	400.00	
Move In and Set Up	3,588.66	
P.U.C.	15.00	
Small Tools and Miscellaneous Supplies	3,284.85	
Drilling and Shooting	3,588.62	
Property Tax	500.00	54,781.48
	TOTAL COST	$ 79,852.83

CRUSHING BREAKDOWN - Contract No. 5905

	Quantity	Unit	Cost	Unit Cost
Move In	27,132.90	Cu. Yd.	3,938.34	0.145
Drill and Shoot	27,132.90	Cu. Yd.	6,148.12	0.226
Feed Crusher	27,132.90	Cu. Yd.	11,311.28	0.416
Crushing	27,132.90	Cu. Yd.	28,877.27	1.064
Haul to Stockpile	27,132.90	Cu. Yd.	24,253.19	0.893
Place in Stockpile	27,132.90	Cu. Yd.	2,963.08	0.109
Total Cost in Stockpile	27,132.90	Cu. Yd.	77,491.28	2.853

The crushing plant operated 372 hours for an average of 72.93 cubic yards per working hour.

Remarks - Contract No. 5905

This was a "State Project" consisting of the furnishing of 27,132.90 cubic yards of crushed materials in stockpiles for later use by the State in connection with maintenance operations on the Maiden Gulch-Copperfield Section of the Baker-Homestead and Halfway-Cornucopia Highways in Baker County.

This project was bid May 23, 1961, awarded May 26th, and completed November 1, 1961.

The contractor began drilling operations Tuesday, July 25th. Drilling continued despite the Hoisting and Portable Engineer Union strike called at noon, July 25th. The latter part of the week ending August 5th all work was stopped.

N.A. Toole began moving into the quarry at M.P. 47.4 on the Baker-Homestead Highway on Tuesday, September 5th. The assembling of the crushing was completed Friday and crushing started Saturday. A great deal of trouble with the materials in this quarry was encountered throughout the following four days, water and clay deposits making it difficult to produce satisfactory crushed materials. The contractor moved out of the quarry Thursday evening and moved to a quarry located at the summit about five miles southeasterly from M.P. 52.8 on the Baker-Homestead Highway. Drilling was started in this quarry Friday afternoon and the crushing plant set up Friday and Saturday.

Crushing was resumed Monday, September 18th. Material proved good for size gradation in field test, approximately 1000 cubic yards of crushed materials being produced per 12-hour operating day. Numerous minor stoppages occured throughout the following week causing a fair decrease in production. Crushed materials from this source were completed Thursday, October 12th. The plant was then dismantled and moved to a State owned gravel pit located on the southerly side of the Baker-Homestead Highway opposite M.P. 35.3.

Crushing began Tuesday, October 17th on a two-shift per day basis but rain during two days of this week caused the contractor to suspend operations. This source contained amounts of dirt which, when wet, make it impossible to produce satisfactory material. All crushing was completed November 1, 1961.

The contractor made a very good profit on this project despite all the breakdowns, poor quarry and dirty gravel pit.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
JAN 31 1962

FOR FILING

5905

January 31, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5905, awarded to N. A. Toole Const. Co., for the Maiden Gulch-Copperfield Rock Production Project on the Baker-Homestead and Halfway-Cornucopia Highways in Baker County.

This contract was completed on November 1, 1961, and was accepted by the Highway Commission on November 15, 1961. Final payment in the amount of $5,214.73 will be released to the contractor on or after February 7, 1962. The total contract amount is $92,299.52 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: N. A. Toole Const. Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 18, 1961

Section Maiden Gulch-Copperfield

Kind of work Rock Production

Highway Baker-Homestead & Halfway-Cornucopia

County Baker

Section prefix 1-8320

Contractor N.A. Toole Construction Co.

Contract number 5905

Date of contract May 26, 1961

Specified work days 80

Date work started July 24, 1961

Work days used 90

Project authorization $ 104,304.84

Exclusive of engineering $ 94,100.94

Per cent of time elapsed 112 %

Estimated cost of completed project, exclusive of engineering $ 89,769.27

Estimated per cent [illegible] or underrun 4.6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 7,203.90

Engineering cost to date $ 7,187.11, 99.8 %

Date project was completed Nov. 1, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Part of week spent figuring remeasure of stockpiles and making up semi-final estimate. Also compiling supporting data to submit with semi-final estimate.

Semi-final estimate along with supporting data submitted to La "rande Division Office on Friday.

This will be the final weekly report on this project.

Project completed - Nov. 1, 1961.

NOTED

Signed P. F. Burnett Resident Engineer

Address P. O. Box 269, Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			39.6		
Miles partially completed			39.6		
Miles completed			39.6		
Total estimated quantities (contract)			26,900 c.y.		
Total quantities corrected to date			30,461.2	This figure includes 3589 cy of 10-0 screen rejects stockpiled at [illegible] plant sites	
Estimated quantities moved or placed to date			30,461.2		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Overcast		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday			

9

RECEIVED
JUL 6 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

[illegible]

July 5, 1961

N. A. Toole Construction Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5905, awarded May 26, 1961, for the Maiden Gulch-Copperfield Rock Production Project on the Baker-Homestead & Halfway-Cornucopia Highways in Baker County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

F-304(7) Clackamas Overcrossing-Park Place
Sec.,Cascade Hwy.,3 structures
1961
#5006

RECEIVED
APR 17 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon
ATTENTION: Mr. C. H. Maison, Controller

April 13, 1964

A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

Original signed by
L. R. Backlund
Admin. Manager

By:
L. R. Backlund
Administrative Manager

Oregon Project F-304(7)
Southern Pacific Railroad Billing, Contract 5906
Total Costs - $3,977.25

The audit of the subject claim, as requested in your letter of March 31, 1964, has been completed.

No unsupported or ineligible costs were disclosed.

Orig to Maison 4-14-64 cc Young 4-16-64

FOR FILING

STATE COPY

477 Cottage Street NE.
Salem, Oregon 97301

906

Mr. S. E. Farin, Regional Engineer
San Francisco, California
Attention: Regional Audit Manager

April 3, 1964
L. R. Backlund
Admin. Manager

A. W. Parsons
Division Engineer
Salem, Oregon

08-35.5

By: L. R. Backlund
Administrative Manager

Courtesy Audit
Southern Pacific Co.
Oregon Project U-322(5)
Oregon Project F-304(7)

Please arrange for an audit of the above railroad billing at the company's office in San Francisco, California.

The following documents are enclosed:

Railroad Fiscal Review Sheet
Copies of Railroad Billing
State - Railroad Agreement Assembly

Upon completion of the audit, please return all documents to this office with three copies of the Audit Report.

Enclosures 3

cc:
Region
OSHD (Maison)
Backlund

copies To Young
Klaboe
4-8-64

RECEIVED
UG 24 1962
FOR FILING
F-304 (7)
5906

August 23, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #5906 awarded to Inland Const. Co., for 3 structures on the Clackamas Overcrossing-Park Place Section of the Cascade Secondary Highway in Clackamas County was completed on June 22, 1962, and accepted by the Highway Commission on June 29, 1962.

Final payment, in the amount of $12,259.40 will be released to the contractor on or after August 30, 1962. The total contract amount is $221,930.24 including $551.83 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Inland Const. Co.,
6202 SE Harmony Road
Milwaukie
Oregon

RECEIVED
JUL 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5906

June 28, 1962

Western Union Telegraph Company
125 Twelfth Street
Oakland 7, California

Attention: F. L. Holloway
Superintendent

Re: Clackamas O'Xing Widening
Cascade Highway
Clackamas County
Contract No. 5906
FAP No. F-304(7)

Gentlemen:

This is to advise you that the above caption project has been completed by our contractor. The date of completion was June 26, 1962.

Prior to proceeding with the installation of your permanent facilities, please contact our resident engineer, Warren Mueller, 1320 North 99W, McMinnville, Oregon.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

WDG:vt

cc: Duane Wolfe
A. E. Johnson
G. S. Paxson
Warren Mueller

RECEIVED
JUN 29 1962
OFFICE OF

RECEIVED
JUL 2 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5906

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 28, 1962

Southern Pacific Railroad Company
Union Station
Portland 9, Oregon

Attention: A. W. Kilborn
Superintendent

Re: Clackamas O'Xing Widening
Cascade Highway
Clackamas County
Contract No. 5906
FAP No. F-304(7)

Gentlemen:

This is to inform you that our contractor completed his work on the above caption project June 26, 1962.

It would be appreciated if you would submit your final billing on this project at your earliest convenience.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

WDG:vt

cc: Duane Wolfe
A. E. Johnson
G. S. Paxson
Warren Mueller

RECEIVED
JUN 29 1962
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUN 28 1962
FORM E-30X—60M—11-61—40231

FOR FILING

5906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1962

SUBJECT: Clackamas O'Xing-Park Place Bridge
Contract No. 5906
FAP No. F 304(7)

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Inland Construction Company completed work on the Clackamas O'Xing Park Place Bridge construction project on the Cascade Highway in Clackamas County, Contract No. 5906, on June 22, 1962.

Will you please secure authority from the Commission to pay the final estimate on this job? Final inspection and acceptance of the project has been made by the Bureau of Public Roads.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

CAG:dl

CC: Floyd Query

NOTED ON CARD
Lc

RECEIVED
OCT 21 1961

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 108	FO R-2 (RE , 4-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. 6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 10-20-61	COUNTY Clackamas
5-9-61		PROJECT NO. F-304(7)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 213 Clackamas RR O'xing to Park Place
(Clackamas RR O'xing-Park Place Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-1-61	0.04
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 259,055	$ 163,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper
~~Deputy~~ State Highway Engineer
(Title)

By ______________________
____
(Title)

By ______________________
____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX C. C. Polk
(Division Engineer)

By: R. C. Wright, Administrative Mgr.

Date executed by Division Engineer October 20, 1961

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

October 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Clackamas Overcrossing-Park Place Section (Structures), Project No. F-304(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

June 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Clackamas Overcrossing-Park Place Section (Structures), Project No. F-304(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid
Project No. F-304(7)

CLACKAMAS OVERCROSSING-PARK PLACE SECTION (STRUCTURES)

OF THE CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1961

Type Code X921
Clackamas O'xing Widening (Br. #2135A)(Sta. Ls 459+57 to Sta. Ls 461+67)(Contract 5906)

Remodel Old Structure and Maintain Traffic	All	Required		$ 3,000.00
Shoring, Cribbing, Etc.	All	Required (58%)		2,900.00
Structural Excavation	725	cu.yds.	$ 8.00	5,800.00
Structural Excavation Below Elevation Shown	25	cu.yds.	5.00	125.00
Furnish 10" BP 42# Steel Piling	480	lin.ft.	3.50	1,680.00
Drive Steel Piles	12	only	48.00	576.00
Splice Steel Piles	3	only	30.00	90.00
Class "A" Concrete (695 cu.yds.)	All	Required (42%)		41,076.00
Metal Reinforcement (164,750 lbs.)	All	Required (45%)		19,575.00
Salvage and Reinstall Railing	All	Required		1,000.00
6-inch Standard Steel Pipe	35	cu.yds.	10.00	350.00
8-inch Metal Drain Pipe	60	lin.ft.	4.00	240.00
				$ 76,412.00

Type Code X781
Cascade Highway O'xing (Br. #8911)(Sta. Ls 531+00.44)(Contract 5906)

Shoring, Cribbing, Etc.	All	Required (21%)		$ 1,050.00
Structural Excavation	400	cu.yds.	$ 8.00	3,200.00
Structural Excavation Below Elevation Shown	20	cu.yds.	5.00	100.00
Furnish 10" BP 42# Steel Piling	660	lin.ft.	3.50	2,310.00
Drive Steel Piles	22	only	48.00	1,056.00
Splice Piles	6	only	30.00	180.00
Class "A" Concrete (620 cu.yds.)	All	Required (37%)		36,186.00
Metal Reinforcement (121,100 lbs.)	All	Required (33%)		14,355.00
Prestressed Beams 50'-55' Type III	7	only	800.00	5,600.00
Prestressed Beams 55'-60' Type III	7	only	900.00	6,300.00
Prestressed Beams 60'-65' Type III	16	only	1,000.00	16,000.00
Metal Parapet Rail	478	lin.ft.	6.50	3,107.00
8-inch Metal Drain Pipe	230	lin.ft.	4.00	920.00
Concrete Slab Riprap	580	sq.yds.	8.00	4,640.00
Preparation of Slopes	580	sq.yds.	1.00	580.00
				$ 95,584.00

Type Code X781
Strawberry Lane Undercrossing (Br. #0898)(Sta. Ls 567+02)(Contract 5906)

Shoring, Cribbing, Etc.	All Required (21%)		$ 1,050.00
Structural Excavation	260 cu.yds.	$ 8.00	2,080.00
Structural Excavation Below Elevation Shown	15 cu.yds.	5.00	75.00
Furnish 10" BP 42' Steel Piling	360 lin.ft.	3.50	1,260.00
Drive Steel Piles	12 only	48.00	576.00
Splice Piles	3 only	30.00	90.00
Class "A" Concrete (340 cu.yds.)	All Required (21%)		20,538.00
Metal Reinforcement (83,800 lbs.)	All Required (22%)		9,570.00
Prestressed Beams 55'-60' Type III	8 only	900.00	7,200.00
Prestressed Beams 60'-65' Type III	8 only	1,000.00	8,000.00
8-inch Metal Drain Pipe	235 lin.ft.	4.00	940.00
Concrete Slab Riprap	270 sq.yds.	8.00	2,160.00
Preparation of Slopes	270 sq.yds.	1.00	270.00
			$ 53,809.00

Flagging (57½% of Contractor's Cost)	All Required	$ 500.00
Signing (Temporary)	All Required	300.00
		$ 800.00

Utilities & R.R.

Work by Western Union	All Required	$ 4,400.00
Work by Southern Pacific Co.	All Required	4,500.00
		$ 8,900.00
	Subtotal	$235,505.00
	10% Engr. & Cont.	23,550.00
	Total	$259,055.00

Length of 3 Structures - - - - - 0.040 Mile

Federal Funds- $163,000.00
State Funds- 96,055.00

$259,055.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

CLACKAMAS O'XING-PARK PLACE SECTION

PROJECT NO. F-304(7)

Estimated Costs of Work by Southern Pacific Company

Tell-Tales	$ 675.00	
Signal Work	1,350.00	
Equipment Rental	63.00	
Freight	29.00	
Flagging	1,105.00	
Material Handling	39.00	
Accounting and Billing	416.00	
Contingencies	874.00	
Vacation Allowance, Ins., etc. (42%)	619.00	
Salvage Credit	-615.00	Cr.
	$4,555.00	
Use	$4,500.00	

Estimated Cost of Work by Western Union Co.

Labor	$3,093.00	
Material	966.00	
Equipment	425.00	
Contingencies	75.00	
4 Carrier Line Filters (by S.P. Co.)	1,945.00	
Salvage Credit	2,029.00	Cr.
	$4,475.00	
Use	$4,400.00	

Prestressed Beam Quantities

50'-55' Beam

Overhead		$ 105.00
Metal Reinforcement	900 lbs. at $ 0.125	125.00
Prestressed Steel	600 lbs. at 0.45	270.00
Class "A-A" Concrete	8 cu.yds. 50.00	400.00
		$ 900.00

55'-60' Beam

Overhead		$ 107.50
Metal Reinforcement	1,100 lbs. at $ 0.125	137.50
Prestressed Steel	900 lbs. at 0.45	405.00
Class "A-A" Concrete	9 cu.yds. 50.00	450.00
		$1,100.00

60'-65' Beam

Overhead		$ 110.00
Metal Reinforcement	1,040 lbs. at $ 0.125	130.00
Prestressed Steel	1,100 lbs. at 0.45	495.00
Class "A-A" Concrete	9.3 cu.yds. 50.00	465.00
		$1,200.00

Oregon State Highway Department

Federal Aid
Project No. F-304(7)

CLACKAMAS OVERCROSSING-PARK PLACE SECTION (STRUCTURES)

OF THE CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 10, 1961

Type Code X921
Clackamas O'xing Widening (Br. #2135A)(Sta. Ls 459+57 to Sta. Ls 461+67)

Remodel Old Structure and Maintain Traffic	All Required		$ 3,000.00
Shoring, Cribbing, Etc.	All Required (58%)		8,120.00
Structural Excavation	725 cu.yds.	$ 5.00	3,625.00
Structural Excavation Below Elevation Shown	25 cu.yds.	10.00	250.00
Furnish 10" BP 42# Steel Piling	480 lin.ft.	4.50	2,160.00
Drive Steel Piles	12 only	60.00	720.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (695 cu.yds. at $60.00)	All Required (42%)		41,700.00
Metal Reinforcement (164,750 lbs. at $0.13)	All Required (45%)		21,417.50
Salvage and Reinstall Railing	All Required		2,000.00
6-inch Standard Steel Pipe	35 cu.yds.	12.00	420.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
			$ 83,772.50

Type Code X781
Cascade Highway U'xing (Br. #8911)(Sta. Ls 531+00.44)

Shoring, Cribbing, Etc.	All Required (21%)		$ 2,940.00
Structural Excavation	400 cu.yds.	$ 5.00	2,000.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Furnish 10" BP 42# Steel Piling	660 lin.ft.	4.50	2,970.00
Drive Steel Piles	22 only	60.00	1,320.00
Splice Piles	6 only	40.00	240.00
Class "A" Concrete (620 cu.yds. at $60.00)	All Required (37%)		37,200.00
Metal Reinforcement (121,100 lbs. at $0.13)	All Required (33%)		15,743.00
Prestressed Beams 50'-55', Type III	7 only	900.00	6,300.00
Prestressed Beams 55'-60', Type III	7 only	1,100.00	7,700.00
Prestressed Beams 60'-65', Type III	16 only	1,200.00	19,200.00

Metal Parapet Rail	478 lin.ft.	$ 6.50	$ 3,107.00
8-inch Metal Drain Pipe	230 lin.ft.	4.00	920.00
Concrete Slab Riprap	580 sq.yds.	7.00	4,060.00
Preparation of Slopes	580 sq.yds.	1.00	580.00
			$104,480.00

Type Code X781
Strawberry Lane U'xing (Br. #8898)(Sta. Le 567+02)

Shoring, Cribbing, Etc.	All Required (21%)		$ 2,940.00
Structural Excavation	260 cu.yds.	$ 5.00	1,300.00
Structural Excavation Below Elevation Shown	15 cu.yds.	10.00	150.00
Furnish 10" BP 42# Steel Piling	360 lin.ft.	4.50	1,620.00
Drive Steel Piles	12 only	60.00	720.00
Splice Piles	3 only	40.00	120.00
Class "A" Concrete (340 cu.yds. at $60.00)	All Required (21%)		20,400.00
Metal Reinforcement (83,800 lbs. at $0.13)	All Required (22%)		10,894.00
Prestressed Beams 55'-60', Type III	8 only	1,100.00	8,800.00
Prestressed Beams 60'-65', Type III	8 only	1,200.00	9,600.00
8-inch Metal Drain Pipe	235 lin.ft.	4.00	940.00
Concrete Slab Riprap	270 sq.yds.	7.00	1,890.00
Preparation of Slopes	270 sq.yds.	1.00	270.00
			$ 59,644.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Signing (Temporary)	All Required		300.00
			$ 800.00

Utilities & R.R.

Work by Western Union	All Required	$ 4,400.00
Work by Southern Pacific Co.	All Required	4,500.00
		$ 8,900.00
	Subtotal	$255,396.50
	10% Engr. & Cont.	25,539.50
	Total	$280,936.00

Length of 3 Structures - - - - - - 0.040 Miles

Federal Funds -	$176,000.00
State Funds -	104,936.00
	$280,936.00

Prestressed Beam Quantities

50'-55' Beam

Overhead			$ 105.00
Metal Reinforcement	900 lbs. at	$ 0.125	125.00
Prestressed Steel	600 lbs. at	0.45	270.00
Class "A-A" Concrete	8 cu.yds.	50.00	400.00
			$ 900.00

55'-60' Beam

Overhead			$ 107.50
Metal Reinforcement	1,100 lbs. at	$ 0.125	137.50
Prestressed Steel	900 lbs. at	0.45	405.00
Class "A-A" Concrete	9 cu.yds.	50.00	450.00
			$1,100.00

60'-65' Beam

Overhead			$ 110.00
Metal Reinforcement	1,040 lbs. at	$ 0.125	130.00
Prestressed Steel	1,100 lbs. at	0.45	495.00
Class "A-A" Concrete	9.3 cu.yds.	50.00	465.00
			$1,200.00

CLACKAMAS O'XING-PARK PLACE SECTION

PROJECT NO. F-304(7)

Estimated Cost of Work by Southern Pacific Company.

Tell-Tales		$ 675.00
Signal Work		1,350.00
Equipment Rental		63.00
Freight		29.00
Flagging		1,105.00
Material Handling		39.00
Accounting and Billing		416.00
Contingencies		874.00
Vacation Allowance, Ins., etc. (42%)		619.00
Salvage Credit		-615.00 Cr.
		$4,555.00
	Use	$4,500.00

Estimated Cost of Work by Western Union Company.

Labor		$3,093.00
Material		966.00
Equipment		425.00
Contingencies		75.00
4 Carrier Line Filters (by S.P. Co.)		1,945.00
Salvage Credit		-2,029.00
		$4,475.00
	Use	$4,400.00

Oregon State Highway Department

Federal Aid
Project No. F-304(7)

CLACKAMAS OVERCROSSING-PARK PLACE SECTION (STRUCTURES)

OF THE CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 27, 1961

Type Code X921
Clackamas O'xing Widening (Br. #2135A)(Sta. Ls 459+57 to Sta. Ls 461+67)

Remodel Old Structure and Maintain Traffic	All	Required		$ 3,000.00
Shoring, Cribbing, etc.	All	Required (58%)		8,120.00
Structural Excavation	725	cu.yd.	$ 5.00	3,625.00
Structural Excavation Below Elevation Shown	25	cu.yd.	10.00	250.00
Furnish 10" BP 42# Steel Piling	480	lin.ft.	4.50	2,160.00
Drive Steel Piles	12	only	60.00	720.00
Splice Steel Piles	3	only	40.00	120.00
Class "A" Concrete (695 cu.yd. at $60.00)	All	Required (42%)		41,700.00
Metal Reinforcement (164,750 lb. at $0.13)	All	Required (45%)		21,417.50
Salvage and Reinstall Railing	All	Required		2,000.00
6-inch Standard Steel Pipe	35	cu.yd.	12.00	420.00
8-inch Metal Drain Pipe	60	lin.ft.	4.00	240.00
				$ 83,772.50

Type Code X781
Cascade Highway U'xing (Br. #8911)(Sta. Ls 531+00.44)

Shoring, Cribbing, etc.	All	Required (21%)		$ 2,940.00
Structural Excavation	400	cu.yd.	$ 5.00	2,000.00
Structural Excavation Below Elevation Shown	20	cu.yd.	10.00	200.00
Furnish 10" BP 42# Steel Piling	660	lin.ft.	4.50	2,970.00
Drive Steel Piles	22	only	60.00	1,320.00
Splice Piles	6	only	40.00	240.00
Class "A" Concrete (620 cu.yd. at $60.00)	All	Required (37%)		37,200.00
Metal Reinforcement (121,100 lb. at $0.13)	All	Required (33%)		15,743.00
Prestressed Beams 50'-55', Type III	7	only	900.00	6,300.00
Prestressed Beams 55'-60', Type III	7	only	1,100.00	7,700.00
Prestressed Beams 60'-65', Type III	16	only	1,200.00	19,200.00
Metal Parapet Rail	478	lin.ft.	6.50	3,107.00
8-inch Metal Drain Pipe	230	lin.ft.	4.00	920.00
Concrete Slab Riprap	580	sq.yd.	8.00	4,640.00
				$104,480.00

Type Code X781
Strawberry Lane Undercrossing (Br. #8898)(Sta. Ls 567+02)

Shoring, Cribbing, etc.	All Required (21%)		$ 2,940.00
Structural Excavation	260 cu.yd.	$ 5.00	1,300.00
Structural Excavation Below Elevation Shown	15 cu.yd.	10.00	150.00
Furnish 10" BP 42# Steel Piling	360 lin.ft.	4.50	1,620.00
Drive Steel Piles	12 only	60.00	720.00
Splice Piles	3 only	40.00	120.00
Class "A" Concrete (340 cu.yd. at $60.00)	All Required (21%)		20,400.00
Metal Reinforcement (83,800 lb. at $0.13)	All Required (22%)		10,894.00
Prestressed Beams 55'-60', Type III	8 only	1,100.00	8,800.00
Prestressed Beams 60'-65', Type III	8 only	1,200.00	9,600.00
8-inch Metal Drain Pipe	235 lin.ft.	4.00	940.00
Concrete Slab Riprap	270 sq.yd.	8.00	2,160.00
			$ 59,644.00

Flagging (57½% of Contractor's Cost)	All Required	$ 500.00
Signing (Temporary)	All Required	300.00
		$ 800.00

Utilities & R.R.

Work by Western Union	All Required	$ 4,600.00
Work by Southern Pacific Co.	All Required	2,100.00
		$ 6,700.00

Subtotal	$255,396.50
10% Engr. & Cont.	25,539.50
Total	$280,936.00

Length of 3 Structures ------ 0.040 Miles

Federal Funds ----------------------------	$176,000.00
State Funds ------------------------------	104,936.00
	$280,936.00

Type Code X781
Strawberry Lane Undercrossing (Br. #8898)(Sta. Ls 567+02)

Shoring, Cribbing, etc.	All Required (21%)		$ 2,940.00
Structural Excavation	260 cu.yd.	$ 5.00	1,300.00
Structural Excavation Below Elevation Shown	15 cu.yd.	10.00	150.00
Furnish 10" BP 42# Steel Piling	360 lin.ft.	4.50	1,620.00
Drive Steel Piles	12 only	60.00	720.00
Splice Piles	3 only	40.00	120.00
Class "A" Concrete (340 cu.yd. at $60.00)	All Required (21%)		20,400.00
Metal Reinforcement (83,800 lb. at $0.13)	All Required (22%)		10,894.00
Prestressed Beams 55'-60', Type III	8 only	1,100.00	8,800.00
Prestressed Beams 60'-65', Type III	8 only	1,200.00	9,600.00
8-inch Metal Drain Pipe	235 lin.ft.	4.00	940.00
Concrete Slab Riprap	270 sq.yd.	8.00	2,160.00
			$ 59,644.00
Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
Signing (Temporary)	All Required		300.00
			$ 800.00
Utilities & R.R.			
Work by Western Union	All Required		$ 4,600.00
Work by Southern Pacific Co.	All Required		2,100.00
			$ 6,700.00
	Subtotal		$255,396.50
	10% Engr. & Cont.		25,539.50
	Total		$280,936.00

Length of 3 Structures ------ 0.040 Miles

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Prestressed Beam Quantities

50'-55' Beam

Overhead		$ 105.00
Metal Reinforcement	900 lbs. at $ 0.125	125.00
Prestressed Steel	600 lbs. at 0.45	270.00
Class "A-A" Concrete	8 cu.yds. 50.00	400.00
		$ 900.00

55'-60' Beam

Overhead		$ 107.50
Metal Reinforcement	1,100 lbs. at $ 0.125	137.50
Prestressed Steel	900 lbs. at 0.45	405.00
Class "A-A" Concrete	9 cu.yds. 50.00	450.00
		$1,100.00

60'-65' Beam

Overhead		$ 110.00
Metal Reinforcement	1,040 lbs. at $ 0.125	130.00
Prestressed Steel	1,100 lbs. at 0.45	495.00
Class "A-A" Concrete	9.3 cu.yds. 50.00	465.00
		$1,200.00

RECEIVED
SEP 6 1961
FOR FILING

F-304(7)

5906

477 Cottage Street, N. E.
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

September 5, 1961

Attention: Ivan D. Merchant

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich, District Engineer

Utility Adjustment, Western Union Telegraph Company, Clackamas Overcrossing Widening, Cascade Highway, Project F-304(7)

We hereby approve the agreement evidenced by the exchange of correspondence between the State and the Utility Company.

Authorization to proceed with the work is granted as of June 5, 1961, the date of our preliminary approval. Approval is subject to the provisions of PPM 30-4.

NOTED

RECEIVED
JUN 29 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5906

June 28, 1961

Inland Construction Co.,
6202 SE Harmony Road
Milwaukie
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5906, awarded May 26, 1961, for 3 structures on the Clackamas Overcrossing-Park Place Section of the Cascade Secondary Highway in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 29 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5906

June 26, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

Dear Sir:

Inland Construction Company started work on the Clackamas Overcrossing-Park Place Bridge Project on the Cascade Highway in Clackamas County, Contract #5906, FAP No. F-304(7), on June 13, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD
dc

RECEIVED
MAY 31 1961

FOR FILING
F-304(7)

5906

408 State Highway Building
Salem, Oregon

May 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. C. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project F-304(7)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-304(7), Clackamas Overcrossing-Park Place Section (Structures) of the Cascade Highway we hereby concur, as of this date, in award of Contract No., 5906 to Inland Construction Co., of Milwaukie, Oregon, low bidder in the amount of $225,805.00 at the May 23, 1961 bid opening.

Porter

NOTED
FORREST COOPER

RECEIVED
MAY 9 1961
FOR FILING

F 224(7)

2106

May 9, 1961

Mr. Ashley Greene
[illegible]-189 Molalla Road
Oregon City, Oregon

Dear Mr. Greene:

In this morning's mail we received your letter of May 5 in which you urge early acquisition of right of way on the Cascade Secondary Highway in the vicinity of Park Place in Clackamas County before building development occurs.

Copies of your letter are being forwarded to the individual members of the State Highway Commission and to the State Highway Engineer for their information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: Commission
W. C. Williams

LAW OFFICES
ASHLEY GREENE
3-189 MOLALLA ROAD
OREGON CITY, OREGON
OLIVE 6-4842

May 5, 1961

STATE HIGHWAY COMMISSION
Salem, Oregon

Dear Sir:

May I call your attention to the fact that the Clairmont Water District has sold its bonds and will open bids for construction next week. The District extends from new Era on the west to Beavercreek on the east and from the Oregon City limits on the north to Fishers' Corner on the south, covering about 17 square miles.

The prospect of a water supply is building up a real estate boom of large proportions. One project calls for 300 homes.

It is through this area that Cascade Highway must eventually be extended from Park Place.

Selecting the route and acquiring the right-of-way now can be done more cheaply and with less hardship than will be the case in a few years and it would be of great advantage to community planners if they knew what to anticipate. The extension will be of great use to the community since, in by-passing downtown Oregon City, it will reduce travel time to Portland by seven to ten minutes.

The existing highway is being built up rapidly. If it is to be connected by a viaduct to Park Place and widened in lieu of a new route, the extra width can be acquired now more economically and with less disturbance to property owners than later.

In any event, I think the situation calls for serious consideration by the Commission in view of the effect of the establishment of a community water system in the area.

Very truly yours,

Ashley Greene

Ashley Greene.

AG/b

RECEIVED

RECEIVED
MAY 4 1961
FOR FILING
F-304(7)
5706

408 State Highway Building
Salem, Oregon

May 1, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project F-304(7)

We have today approved the P. S. and E. documents for Oregon Project F-304(7), Clackamas Overcrossing-Park Place Section of the Cascade Highway in Clackamas County, Structures.

This is to authorize your advertising for bids.

Porter

NOTED

4-4218 Replace Pier Fenders, Lewis & Clark
Bridge, Ore. Coast Hwy.
#5907 1961

RECEIVED
AUG 30 1961
FOR FILING

5907

August 29, 1961

Federal Insurance Company
Bonding Department
320 California St.
San Francisco 4, California

Gentlemen:

State Highway Contract No. 5907, for replacing pier fenders on the Lewis & Clark Bridge on the Oregon Coast Highway in Clatsop County, was completed by the contractor, General Construction Co., on July 27, 1961, but has not yet been accepted by the Highway Commission.

Final payment in the amount of $18,297.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $18,297.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
E.P.

CC:
C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

General Construction Co.
P. O. Box 3860
Portland 8, Oregon

fp

D Cook

RECEIVED
AUG 4 1961
FOR FILING
5907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

General Construction Company completed work on the Lewis and Clark Bridge Pier Fender Replacement Project on the Oregon Coast Highway in Clatsop County, Contract #5907 (State Project) on July 27, 1961.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED
FLOYD QUERY

NOTED ON CARD
dc

RECEIVED
JUL 5 1961
FOR FILING

5907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 3, 1961

SUBJECT:

To:
Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

General Construction Company started work on the Lewis and Clark Bridge Pier Fender Replacement project in Clatsop County, Contract No. 5907 (State Project) on June 27, 1961.

Ivan D. Merchant
Bridge Engineer

mm

cc: Mr. Floyd Query ✓

NOTED
FLOYD QUERY

RECEIVED
JUN 28 1961
FOR FILING

[illegible]

5907

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 28, 1961

General Construction Co.,
P. O. Box 3860
Portland 8
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5907, awarded May 26, 1961, for replacement of pier fenders on the Lewis & Clark Bridge on the Oregon Coast Highway in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

EBF-124(17) Burnt Hill-Brookings Sec. Ore.
Coast Hwy. N. of Brookings
#5908 1961

EBF-124(17)

State

Monthly transaction number E-116	For -2A (5-8.-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number 16	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 2-18-64	County Curry
		Project number EBF-124(17)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 18, 1961, is hereby modified as follows:

Revised estimated total cost of project $ 1,634,658.00

Revised Federal funds $ 1,016,818.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of February, 1964.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Asst. State Hwy. Engr.
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~By A. W. Parsons
Division Engineer
L R Backlund
By: L. R. Backlund, Administrative Mgr.

USComm-DC 11170

2-18-61

Monthly Transaction No.

RECEIVED
JUL 21 1961
FOR FILING

Project Report No.

EBF-124(17)

5908

Form PR-2
(9-12-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Curry**

Project No. **EBF-124(17)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 101, Burnt Hill to Brookings

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	5-21-57	
Rights-of-Way		
Construction	3-11-60	14.836
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 1,613,973	$ 1,016,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

July 17, 1961

Mr. G. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Burnt Hills-Brookings Section, Project No. ERF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 15, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Burnt Hill-Brookings Section, Project No. EBF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

Federal Aid
Project No. ERF-124(17)

Oregon State Highway Department

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1961

Type Code P.E.

Preliminary Engineering	All Required	$	$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu.yd.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hour	15.00	7,500.00
8-inch Asbestos-Protected Corrugated Metal Pipe	620	lin.ft.	3.50	2,170.00
18-inch Asbestos-Protected Corrugated Metal Pipe	290	lin.ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin.ft.	1.50	3,000.00
Special Backfill in Drains	310	cu.yd.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	ton	1.28	187,264.00
3/4" - 0 Material in Base	30,000	ton	1.35	40,500.00
Sprinkling	3,500	M-gal.	2.00	7,000.00
Preparation of Base	7.73	mile	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu.yd.	2.50	6,000.00
MC-2 Asphalt	370	ton	50.00	18,500.00
Loose Riprap	3,500	cu.yd.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu.yd.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yd.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu.yd.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu.yd.	1.40	17,640.00
1½" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu.yd.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu.yd.	1.70	1,572.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu.yd.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu.yd.	1.70	1,139.00
				$355,710.00
Slide Removal	All Required			35,000.00
Flagging (57½% of Contractor's Cost)	All Required			250.00
Seeding and Mulching	All Required			6,000.00
				$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)(Contract No. 5758)

Drainage Excavation, Unclassified	290	cu.yd.	$3.00	$ 870.00
General Excavation, Unclassified	5,700	cu.yd.	0.50	2,850.00
6-inch Perforated Metal Drain Pipe	2,400	lin.ft.	2.00	4,800.00
Special Backfill in Drains	240	cu.yd.	5.00	1,200.00
Coarse Crushed Material in Base	147,700	ton	1.14	168,378.00
3/4" - 0 Material in Base	24,700	ton	1.25	30,875.00
Sprinkling	3,270	M-gal.	3.00	9,810.00
Preparation of Base	6.76	mile	250.00	1,690.00
3/4" - 0 Material in Binder Course	2,470	cu.yd.	3.50	8,645.00
MC-2 Asphalt	380	ton	42.00	15,960.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yd.	1.90	32,300.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600	cu.yd.	1.90	22,040.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800	cu.yd.	1.90	24,320.00
1¼" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu.yd.	2.95	5,251.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730	cu.yd.	2.95	2,153.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870	cu.yd.	2.95	2,566.50
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450	cu.yd.	2.95	1,327.50
				$335,036.50
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Slide Removal	All	Required		75,000.00
				$410,536.50

Type Code 6201
Roadway (Sta. 656+00 to Sta. 1446+00)(Contract 5908)

Drainage Excavation, Unclassified	560	cu.yd.	$3.00	$ 1,680.00
General Excavation, Unclassified	4,600	cu.yd.	0.75	3,450.00
Embankment in Place	24,400	cu.yd.	0.75	18,300.00
8-inch Corrugated Metal Pipe, Protected Invert	890	lin.ft.	3.00	2,670.00
18-inch Asbestos-Protected Corrugated Metal Pipe	44	lin.ft.	6.00	264.00
12-inch Concrete Pipe	150	lin.ft.	3.00	450.00
18-inch Concrete Pipe	150	lin.ft.	6.00	900.00
Concrete Inlets, Type "CO"	12	only	125.00	1,500.00
6-inch Perforated Metal Drain Pipe	2,460	lin.ft.	2.00	4,920.00
Special Backfill in Drains	350	cu.yd.	6.00	2,100.00
Loose Riprap	330	cu.yd.	4.00	1,320.00
Metal Guard Rail	60,600	lin.ft.	2.20	133,320.00

Type 2 Barricade	440 lin.ft.	$5.00	$ 2,200.00
Guide Posts, Type W-2	700 only	7.00	4,900.00
Hauling and Placing Coarse Crushed Material in Base	5,460 cu.yd.	0.85	4,641.00
Hauling and Placing 3/4" - 0 Material in Base	6,400 cu.yd.	1.00	6,400.00
Sprinkling	290 M-gal.	4.00	1,160.00
Preparation of Base	14.53 mile	100.00	1,453.00
Hauling and Placing 3/4" - 0 Material in Binder Course	280 cu.yd.	1.50	420.00
Hauling and Placing Aggregates	1,470 cu.yd.	2.00	2,940.00
RC-3 Asphalt	44 ton	55.00	2,420.00
200-300 Asphalt	108 ton	50.00	5,400.00
RS-1 Asphalt	32 ton	60.00	1,920.00
Asphaltic Concrete Mixture	60,500 ton	2.60	157,300.00
Asphalt in Mixture	3,300 ton	35.00	115,500.00
Asphaltic Concrete Traffic Markers, Type L	1,700 lin.ft.	0.75	1,275.00
Asphaltic Concrete Curbs	31,600 lin.ft.	0.50	15,800.00
			$ 494,603.00
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
Slide Correction	All Required		75,000.00
Slope Protection	All Required		2,500.00
Seeding and Mulching	All Required		18,445.00
Signing (Temporary)	All Required		200.00
			$ 593,248.00

Type Code Y007
Lone Ranch Creek Pipe Liner (Sta. 1260+60)(Contract No. 5771)

Furnish and Install Pipe Liner	All Required	$ 63,777.00
	Subtotal	$1,464,521.50
	10% Engr. & Cont.	146,451.50
	Total	$1,610,973.00

Length of Roadway - - - - - - 14.836 Miles
Length of 1 Structure - - - - 0.181 Mile (Exception)
Total Length- - - - - - - - - 15.017 Miles
Cost of Roadway Per Mile- - - $108,585.40

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	1,610,973.00	1,014,200.00	596,773.00
	$1,613,973.00	$1,016,000.00	$597,973.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951;
Chap. 20, Laws 1953; Chap. 22, Laws 1957;
Chap. 354, Laws 1957.

State Funds for Maint.: Chap. 529, Laws 1939.

Federal Aid
Oregon State Highway Department Project No. EBF-124(~~[illegible]~~)(17)

BURNT HILL-BROOKINGS SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 17, 1960

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code 3010
Roadway (Sta. 1019+62 to Sta. 1446+00)

Drainage Excavation, Unclassified	400 cu. yds.	$3.00	$ 1,200.00
Tractor and Dozer	500 hours	17.50	8,750.00
8-inch Asbestos Protected Corrugated Metal Pipe	620 lin. ft.	3.00	1,860.00
18-inch Asbestos Protected Corrugated Metal Pipe	290 lin. ft.	6.00	1,740.00
6-inch Perforated Metal Drain Pipe	2,000 lin. ft.	2.00	4,000.00
Special Backfill in Drains	310 cu. yds.	6.00	1,860.00
Coarse Crushed Material in Base	146,300 tons	1.60	234,080.00
3/4" - 0 Material in Base	30,000 tons	1.75	52,500.00
Sprinkling	3,500 M-gal.	2.50	8,750.00
Preparation of Base	7.73 miles	250.00	1,932.50
3/4" - 0 Material in Binder Course	2,400 cu. yds.	3.75	9,000.00
MC-2 Asphalt	370 tons	52.00	19,240.00
Loose Riprap	3,500 cu. yds.	2.50	8,750.00
Coarse Crushed Base Material in Stockpile	5,000 cu. yds.	1.70	8,500.00
3/4" - 0 Crushed Base Material in Stockpile	17,000 cu. yds.	1.80	30,600.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400 cu. yds.	1.90	21,660.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600 cu. yds.	1.90	23,940.00
1-1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255 cu. yds.	2.50	5,637.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925 cu. yds.	2.50	2,312.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050 cu. yds.	2.50	2,625.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670 cu. yds.	2.50	1,675.00
			$450,612.50
Slide Removal	All Required		35,000.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
Seeding and Mulching			6,000.00
	Subtotal		$491,862.50
	10% Engr. & Cont.		49,185.50
	Total		$541,048.00

Length of Roadway - - - - - 8.075 Miles
Cost of Roadway Per Mile- - $67,002.84

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	541,048.00	329,200.00	211,848.00
	$544,048.00	$331,000.00	$213,048.00

Retained in Program Status

Work:		
Rock Base and Paving	$958,952.00	$571,000.00

Oregon State Highway Department

Federal Aid
Project No. EBF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 28, 1960

Type Code P.E.

Preliminary Engineering	All Required		$3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu. yds.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hrs.	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin. ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin. ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin. ft.	1.50	3,000.00
Special Backfill in Drains	310	cu. yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4"-0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gals.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4"-0 Material in Binder Course	2,400	cu. yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu. yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu. yds.	1.35	6,750.00
3/4"-0 Crushed Base Material in Stockpile	17,000	cu. yds.	1.40	23,800.00
3/4"-1/4" Crushed Paving Aggregates in Stockpile	11,400	cu. yds.	1.30	14,820.00
1/4"-0 Crushed Paving Aggregates in Stockpile	12,600	cu. yds.	1.40	17,640.00
1¼"-3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu. yds.	1.70	3,833.50
3/4"-1/2" Crushed Oiling Aggregates in Stockpile	925	cu. yds.	1.70	1,572.50
1/2"-1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu. yds.	1.70	1,785.00
1/4"-#10 Crushed Oiling Aggregates in Stockpile	670	cu. yds.	1.70	1,139.00
				355,710.00

Slide Removal	All Required		$ 35,000.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
Seeding and Mulching			6,000.00
			396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)

Drainage Excavation, Unclassified	290	cu. yds.	$ 3.00	$ 870.00
General Excavation, Unclassified	5,700	cu. yds.	0.40	2,280.00
6-inch Perforated Metal Drain Pipe	2,400	lin. ft.	2.00	4,800.00
Special Backfill in Drains	240	cu. yds.	6.00	1,440.00
Coarse Crushed Material in Base	163,500	tons	1.30	212,550.00
3/4"-0 Material in Base	24,700	tons	1.40	34,580.00
Sprinkling	3,600	M-gals.	2.50	9,000.00
Preparation of Base	6.76	miles	350.00	2,366.00
3/4"-0 Material in Binder Course	2,470	cu. yds.	3.00	7,410.00
MC-2 Asphalt	380	tons	50.00	19,000.00
3/4"-0 Crushed Base Material in Stockpile	17,000	cu. yds.	1.50	25,500.00
3/4"-1/4" Crushed Paving Aggregates in Stockpile	12,600	cu. yds.	1.50	18,900.00
1/4"-0 Crushed Paving Aggregates in Stockpile	12,800	cu. yds.	1.65	21,120.00
1¼"-3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu. yds.	1.90	3,382.00
3/4"-1/2" Crushed Oiling Aggregates in Stockpile	730	cu. yds.	1.90	1,387.00
1/2"-1/4" Crushed Oiling Aggregates in Stockpile	870	cu. yds.	1.90	1,653.00
1/4"-#10 Crushed Oiling Aggregates in Stockpile	450	cu. yds.	1.90	855.00
				$367,093.00
Flagging (57½% of Contractor's Cost)	All Required			500.00
Slide Removal	All Required			35,000.00
				$402,593.00
	Subtotal			799,553.00
	10% Engr. & Cont.			79,955.00
	Total			$879,508.00

Length of Roadway	14.836 Miles
Length of Structure	1.81 Miles (Exception)
Total Length	15.017 Miles
Cost of Roadway Per Mile.	$59,282.01

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	879,508.00	529,200.00	350,308.00
	$882,508.00	$531,000.00	$351,508.00

Retained in Program Status

Work:			
Paving	$620,492.00	$371,000.00	

Oregon State Highway Department

Federal Aid
Project No. EBF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 30, 1960

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu. yds.	$3.00	$ 1,200.00
Tractor and Dozer	500	hours	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin. ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin. ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin. ft.	1.50	3,000.00
Special Backfill in Drains	310	cu. yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gal.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu. yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu. yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu. yds.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu. yds.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu. yds.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu. yds.	1.40	17,640.00
1½" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu. yds.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu. yds.	1.70	1,572.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu. yds.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu. yds.	1.70	1,139.00
				$355,710.00
Slide Removal	All	Required		35,000.00
Flagging (57½% of Contractor's Cost)	All	Required		250.00
Seeding and Mulching				6,000.00
				$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)

Drainage Excavation, Unclassified	290	cu. yds.	$3.00	$ 870.00
General Excavation, Unclassified	5,700	cu. yds.	0.40	2,280.00
6-inch Perforated Metal Drain Pipe	2,400	lin. ft.	2.00	4,800.00
Special Backfill in Drains	240	cu. yds.	6.00	1,440.00
Coarse Crushed Material in Base	163,500	tons	1.30	212,550.00
3/4" - 0 Material in Base	24,700	tons	1.40	34,580.00
Sprinkling	3,600	M-gal.	2.50	9,000.00
Preparation of Base	6.76	miles	350.00	2,366.00
3/4" - 0 Material in Binder Course	2,470	cu. yds.	3.00	7,410.00
MC-2 Asphalt	380	tons	50.00	19,000.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu. yds.	1.50	25,500.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600	cu. yds.	1.50	17,400.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800	cu. yds.	1.65	21,120.00
1½" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu. yds.	1.90	3,382.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730	cu. yds.	1.90	1,387.00
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870	cu. yds.	1.90	1,653.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450	cu. yds.	1.90	855.00
				$365,593.00
Flagging (57½% of Contractor's Cost)	All Required			500.00
Slide Removal	All Required			35,000.00
				$401,093.00
	Subtotal			$798,053.00
	10% Engr. & Cont.			79,805.00
		Total		$877,858.00

Length of Roadway - - - - - - 14.836 Miles
Length of 1 Structure - - - - 0.181 Mile (Exception)
Total Length- - - - - - - - - 15.017 Miles
Cost of Roadway Per Mile- - - $59,282.01

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	877,858.00	529,200.00	348,658.00
	$880,858.00	$531,000.00	$349,858.00

Retained in Program Status

Work	Total Cost	Federal Funds
Paving	$622,142.00	$371,000.00

Oregon State Highway Department

Federal Aid
Project No. EBF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 5, 1960

Type Code P.E.

Preliminary Engineering	All Required		$	$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00) (Contract No. 5636)

Drainage Excavation, Unclassified	400	cu. yds.	$3.00	$ 1,200.00
Tractor and Dozer	500	hours	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin. ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin. ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin. ft.	1.50	3,000.00
Special Backfill in Drains	310	cu. yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gal.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu. yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu. yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu. yds.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu. yds.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu. yds.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu. yds.	1.40	17,640.00
1½" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu. yds.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu. yds.	1.70	1,572.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu. yds.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu. yds.	1.70	1,139.00
				$355,710.00
Slide Removal	All Required			35,000.00
Flagging (57½% of Contractor's Cost)	All Required			250.00
Seeding and Mulching				6,000.00
				$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)

Drainage Excavation, Unclassified	290 cu. yds.	$3.00	$ 870.00
General Excavation, Unclassified	5,700 cu. yds.	0.40	2,280.00
6-inch Perforated Metal Drain Pipe	2,400 lin. ft.	2.00	4,800.00
Special Backfill in Drains	240 cu. yds.	6.00	1,440.00
Coarse Crushed Material in Base	147,700 tons	1.30	192,010.00
3/4" - 0 Material in Base	24,700 tons	1.40	34,580.00
Sprinkling	3,270 M-gal.	2.50	8,175.00
Preparation of Base	6.76 miles	350.00	2,366.00
3/4" - 0 Material in Binder Course	2,470 cu. yds.	3.00	7,410.00
MC-2 Asphalt	380 tons	50.00	19,000.00
3/4" - 0 Crushed Base Material in Stockpile	17,000 cu. yds.	1.50	25,500.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600 cu. yds.	1.50	17,400.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800 cu. yds.	1.65	21,120.00
1¼" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780 cu. yds.	1.90	3,382.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730 cu. yds.	1.90	1,387.00
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870 cu. yds.	1.90	1,653.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450 cu. yds.	1.90	855.00
			$344,228.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Slide Removal	All Required		35,000.00
			$379,728.00
	Subtotal		$776,688.00
	10% Engr. & Cont.		77,668.00
	Total		$854,356.00

Length of Roadway - - - - - 14.836 Miles
Length of 1 Structure - - - 0.181 Mile (Exception)
Total Length- - - - - - - - 15.017 Miles
Cost of Roadway Per Mile- - $57,586.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	854,356.00	520,200.00	334,156.00
	$857,356.00	$522,000.00	$335,356.00

Retained in Program Status

Work: Paving	$645,644.00	$380,000.00

Federal Aid
Project No. ERF-124(17)

Oregon State Highway Department

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 20, 1960

Type Code P.E.

Preliminary Engineering	All Required			$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu.yds.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hrs.	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin.ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin.ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin.ft.	1.50	3,000.00
Special Backfill in Drains	310	cu.yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gals.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu.yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu.yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu.yds.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yds.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu.yds.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu.yds.	1.40	17,640.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu.yds.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu.yds.	1.70	1,572.50
1/2" - 1/2" Crushed Oiling Aggregates in Stockpile	1,050	cu.yds.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu.yds.	1.70	1,139.00
				$355,710.00

Slide Removal	All Required		$ 35,000.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
Seeding and Mulching			6,000.00
			$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)

Drainage Excavation, Unclassified	290	cu.yds.	$ 3.00	$ 870.00
General Excavation, Unclassified	5,700	cu.yds.	0.40	2,280.00
6-inch Perforated Metal Drain Pipe	2,400	lin.ft.	2.00	4,800.00
Special Backfill in Drains	240	cu.yds.	6.00	1,440.00
Course Crushed Material in Base	147,700	tons	1.30	192,010.00
3/4" - 0 Material in Base	24,700	tons	1.40	34,580.00
Sprinkling	3,270	M-gals.	2.50	8,175.00
Preparation of Base	6.76	miles	350.00	2,366.00
3/4" - 0 Material in Binder Course	2,470	cu.yds.	3.00	7,410.00
MC-2 Asphalt	380	tons	50.00	19,000.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yds.	1.50	25,500.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600	cu.yds.	1.50	17,400.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800	cu.yds.	1.65	21,120.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu.yds.	1.90	3,382.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730	cu.yds.	1.90	1,387.00
1/2" - 1/4" Crushed	870	cu.yds.	1.90	1,653.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450	cu.yds.	1.90	855.00
				$344,228.00
Flagging (57½% of Contractor's Cost)	All Required			500.00
Slide Removal	All Required			75,000.00
				$419,728.00

Type Code Y007

Lone Ranch Creek Pipe Liner (Sta. 1260+60)

Furnish and Install Pipe Liner	All Required	$ 58,535.00
	Subtotal	875,223.00
	10% Engr. & Cont.	87,522.00
	Total	$962,745.00

Length of Roadway . . . . 14.836 Miles
Length of Structure . . . . 0.181 Miles (Exception)
Total Length 15.017
Cost of Roadway Per Mile. $64,892.49

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	962,745.00	580,200.00	382,545.00
	$965,745.00	$582,000.00	$383,745.00

Retained in Program Status

Work	Total Cost	Federal Funds
Paving	$537,255.00	$320,000.00

Oregon State Highway Department

Federal Aid
Project No. EBF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 27, 1960

Type Code P.E.

Preliminary Engineering	All Required	$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 146+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu.yds.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hours	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin.ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin. ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin.ft.	1.50	3,000.00
Special Backfill in Drains	310	cu.yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gals.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu.yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu.yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu.yds.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yds.	1.40	23,800.00
3/4"-1/4" Crushed Paving Aggregates in Stockpile	11,400	cu.yds.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu.yds.	1.40	17,640.00
1 1/4"-3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu.yds.	1.70	3,833.50
3/4"-1/2" Crushed Oiling Aggregates in Stockpile	925	cu.yds.	1.70	1,572.50
1/2"-1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu.yds.	1.70	1,785.00
1/4"-#10 Crushed Oiling Aggregates in Stockpile	670	cu.yds.	1.70	1,139.00
				$355,710.00

Slide Removal	All Required	35,000.00
Flagging (57½% of Contractor's Cost)	All Required	250.00
Seeding and Mulching		6,000.00
		$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)

Drainage Excavation, Unclassified	290 cu.yds.	$ 3.00	$ 870.00
General Excavation, Unclassified	5,700 cu.yds.	0.40	2,280.00
6-inch Perforated Metal Drain Pipe	2,400 lin.ft.	2.00	4,800.00
Special Backfill in Drains	240 cu.yds.	6.00	1,440.00
Coarse Crushed Material in Base	147,700 tons	1.50	221,550.00
3/4" - 0 Material in Base	24,700 tons	1.60	39,520.00
Sprinkling	3,270 M-gals.	2.50	8,175.00
Preparation of Base	6.76 miles	350.00	2,366.00
3/4" - 0 Material in Binder Course	2,470 cu.yds.	3.00	7,410.00
MC-2 Asphalt	380 tons	50.00	19,000.00
3/4" - 0 Crushed Base Material in Stockpile	17,000 cu.yds.	1.50	25,500.00
3/4"-1/4" Crushed Paving Aggregates in Stockpile	11,600 cu.yds.	1.50	17,400.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800 cu.yds.	1.65	21,120.00
1 1/4"-3/4" Crushed Oiling Aggregates in Stockpile	1,780 cu.yds.	1.90	3,382.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730 cu.yds.	1.90	1,387.00
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870 cu.yds.	1.90	1,653.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450 cu.yds.	1.90	855.00
			$378,708.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Slide Removal	All Required		75,000.00
			$454,208.00
	Subtotal		$851,168.00
	10% Engr. & Cont.		85,116.00
		Total	$936,284.00

Length of Roadway - - - - - - - - - 14.836 Miles
Length of 1 Structure - - - - - - - 0.181 Mile (Exception)
Total Length- - - - - - - - - - - - - 15.017 Miles
Cost of Roadway Per Mile- - - - - $62,348.71

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	936,284.00	570,200.00	382,545.00
	$939,284.00	$572,000.00	$383,745.00

Retained in Preprogram Status

Work:	Total Cost	Federal Funds
Paving	$563,716.00	$330,000.00

Oregon State Highway Department

Federal Aid
Project No. KHF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1961

Type Code P.E.

Preliminary Engineering	All Required			$ 5,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu.yd.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hours	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin.ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin.ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin.ft.	1.50	3,000.00
Special Backfill in Drains	310	cu.yd.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gal.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu.yd.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu.yd.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu.yd.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yd.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu.yd.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu.yd.	1.40	17,640.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu.yd.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu.yd.	1.70	1,572.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu.yd.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu.yd.	1.70	1,139.00
				$ 355,710.00
Slide Removal	All Required			35,000.00
Flagging (57½% of Contractor's Cost)	All Required			250.00
Seeding and Mulching				6,000.00
				$ 396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)(Contract No. 5758)

Drainage Excavation, Unclassified	290	cu.yd.	$ 3.00	$ 870.00
General Excavation, Unclassified	5,700	cu.yd.	0.50	2,850.00
6-inch Perforated Metal Drain Pipe	2,400	lin.ft.	2.00	4,800.00
Special Backfill in Drains	240	cu.yd.	5.00	1,200.00
Coarse Crushed Material in Base	147,700	tons	1.14	168,378.00
3/4" - 0 Material in Base	24,700	tons	1.25	30,875.00
Sprinkling	3,270	M-gal.	3.00	9,810.00
Preparation of Base	6.76	miles	250.00	1,690.00
3/4" - 0 Material in Binder Course	2,470	cu.yd.	3.50	8,645.00
MC-2 Asphalt	380	tons	42.00	15,960.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yd.	1.90	32,300.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600	cu.yd.	1.90	22,040.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800	cu.yd.	1.90	24,320.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu.yd.	2.95	5,251.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730	cu.yd.	2.95	2,153.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870	cu.yd.	2.95	2,566.50
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450	cu.yd.	2.95	1,327.50
				$ 335,036.50
Flagging (57½% of Contractor's Cost)	All Required			500.00
Slide Removal	All Required			75,000.00
				$ 410,536.50

Type Code 6201
Roadway (Sta. 656+00 to Sta. 1446+00)

Drainage Excavation, Unclassified	560	cu.yd.	$ 5.00	$ 2,800.00
General Excavation, Unclassified	4,600	cu.yd.	0.40	1,840.00
Embankment in Place	24,400	cu.yd.	1.00	24,400.00
8-inch Asbestos Protected Corrugated Metal Pipe	890	lin.ft.	3.50	3,115.00
18-inch Asbestos Protected Corrugated Metal Pipe	44	lin.ft.	5.50	242.00
12-inch Concrete Pipe	150	lin.ft.	3.75	562.50
18-inch Concrete Pipe	150	lin.ft.	4.50	675.00
Concrete Inlets, Type "CG"	12	only	125.00	1,500.00
6-inch Perforated Metal Drain Pipe	2,460	lin.ft.	1.75	4,305.00
Special Backfill in Drains	350	cu.yd.	6.00	2,100.00
Loose Riprap	330	cu.yd.	3.00	990.00
Metal Guard Rail	60,600	lin.ft.	2.35	142,410.00

Type 2 Barricade	440 lin.ft.	$ 4.50	$ 1,980.00
Guide Posts, Type W-2	700 only	7.50	5,250.00
Hauling and Placing Coarse Crushed Material in Base	5,460 cu.yd.	1.00	5,460.00
Hauling and Placing 3/4" - 0 Material in Base	6,400 cu.yd.	1.25	8,000.00
Sprinkling	290 M-gal.	3.00	870.00
Preparation of Base	14.53 miles	400.00	5,812.00
Hauling and Placing 3/4" - 0 Material in Binder Course	280 cu.yd.	1.25	350.00
Hauling and Placing Aggregates	1,470 cu.yd.	1.25	1,837.50
RC-3 Asphalt	44 tons	55.00	2,420.00
200-300 Asphalt	108 tons	53.00	5,724.00
RS-1 Asphalt	32 tons	55.00	1,760.00
Asphaltic Concrete Mixture	60,500 tons	2.75	166,375.00
Asphalt in Mixture	3,300 tons	38.00	125,400.00
Asphaltic Concrete Traffic Markers, Type L	1,700 lin.ft.	0.75	1,275.00
Asphaltic Concrete Curbs	31,600 lin.ft.	0.50	15,800.00
			$ 533,253.00
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
Slide Correction	All Required		75,000.00
Slope Protection	All Required		2,500.00
Seeding and Mulching	All Required		18,445.00
Signing (Temporary)	All Required		200.00
			$ 631,898.00

Type Code Y007

Lone Ranch Creek Pipe Liner (Sta. 1260+60)(Contract No. 5771)

Furnish and Install Pipe Liner	All Required	$ 63,777.00
	Subtotal	$1,503,171.50
	10% Engr. & Cont.	150,316.50
	Total	$1,653,488.00

Length of Roadway - - - - - - - - - 14.836 Miles
Length of 1 Structure - - - - - - - 0.181 Mile (Exception)
Total Length - - - - - - - - - - - 15.017 Miles
Cost of Roadway Per Mile - - - - $111,451.06

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	1,653,488.00	1,024,200.00	629,288.00
	$1,656,488.00	$1,026,000.00	$630,488.00

Oregon State Highway Department

Federal Aid
Project No. ERF-124(17)

BURNT HILL-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 11, 1961

Type Code P.E.

Preliminary Engineering	All Required			$ 3,000.00

Type Code 3210
Roadway (Sta. 1019+62 to Sta. 1446+00)(Contract No. 5636)

Drainage Excavation, Unclassified	400	cu.yds.	$ 3.00	$ 1,200.00
Tractor and Dozer	500	hours	15.00	7,500.00
8-inch Asbestos Protected Corrugated Metal Pipe	620	lin.ft.	3.50	2,170.00
18-inch Asbestos Protected Corrugated Metal Pipe	290	lin.ft.	5.00	1,450.00
6-inch Perforated Metal Drain Pipe	2,000	lin.ft.	1.50	3,000.00
Special Backfill in Drains	310	cu.yds.	4.00	1,240.00
Coarse Crushed Material in Base	146,300	tons	1.28	187,264.00
3/4" - 0 Material in Base	30,000	tons	1.35	40,500.00
Sprinkling	3,500	M-gals.	2.00	7,000.00
Preparation of Base	7.73	miles	200.00	1,546.00
3/4" - 0 Material in Binder Course	2,400	cu.yds.	2.50	6,000.00
MC-2 Asphalt	370	tons	50.00	18,500.00
Loose Riprap	3,500	cu.yds.	2.00	7,000.00
Coarse Crushed Base Material in Stockpile	5,000	cu.yds.	1.35	6,750.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yds.	1.40	23,800.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,400	cu.yds.	1.30	14,820.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,600	cu.yds.	1.40	17,640.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	2,255	cu.yds.	1.70	3,833.50
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	925	cu.yds.	1.70	1,572.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	1,050	cu.yds.	1.70	1,785.00
1/4" - #10 Crushed Oiling Aggregates in Stockpile	670	cu.yds.	1.70	1,139.00
				$355,710.00
Slide Removal	All Required			35,000.00
Flagging (57½% of Contractor's Cost)	All Required			250.00
Seeding and Mulching				6,000.00
				$396,960.00

Type Code 3210
Roadway (Sta. 640+00 to Sta. 1019+62)(Contract No. 5758)

Drainage Excavation, Unclassified	290	cu.yds.	$ 3.00	$ 870.00
General Excavation, Unclassified	5,700	cu.yds.	0.50	2,850.00
6-inch Perforated Metal Drain Pipe	2,400	lin.ft.	2.00	4,800.00
Special Backfill in Drains	240	cu.yds.	5.00	1,200.00
Coarse Crushed Material in Base	147,700	tons	1.14	168,378.00
3/4" - 0 Material in Base	24,700	tons	1.25	30,875.00
Sprinkling	3,270	M-gals.	3.00	9,810.00
Preparation of Base	6.76	miles	250.00	1,690.00
3/4" - 0 Material in Binder Course	2,470	cu.yds.	3.50	8,645.00
MC-2 Asphalt	380	tons	42.00	15,960.00
3/4" - 0 Crushed Base Material in Stockpile	17,000	cu.yds.	1.90	32,300.00
3/4" - 1/4" Crushed Paving Aggregates in Stockpile	11,600	cu.yds.	1.90	22,040.00
1/4" - 0 Crushed Paving Aggregates in Stockpile	12,800	cu.yds.	1.90	24,320.00
1 1/4" - 3/4" Crushed Oiling Aggregates in Stockpile	1,780	cu.yds.	2.95	5,251.00
3/4" - 1/2" Crushed Oiling Aggregates in Stockpile	730	cu.yds.	2.95	2,153.50
1/2" - 1/4" Crushed Oiling Aggregates in Stockpile	870	cu.yds.	2.95	2,566.50
1/4" - #10 Crushed Oiling Aggregates in Stockpile	450	cu.yds.	2.95	1,327.50
				$335,036.50
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Slide Removal	All	Required		75,000.00
				$410,536.50

Type Code 6201
Roadway (Sta. 656+00 to Sta. 1446+00)

Drainage Excavation, Unclassified	560	cu.yds.	$ 5.00	$ 2,800.00
General Excavation, Unclassified	4,600	cu.yds.	0.40	1,840.00
Embankment in Place	24,400	cu.yds.	1.00	24,400.00
8-inch Asbestos Protected Corrugated Metal Pipe	890	lin.ft.	3.50	3,115.00
18-inch Asbestos Protected Corrugated Metal Pipe	44	lin.ft.	5.50	242.00
12-inch Concrete Pipe	150	lin.ft.	3.75	562.50
18-inch Concrete Pipe	150	lin.ft.	4.50	675.00
Concrete Inlets, Type "CG"	12	only	125.00	1,500.00
6-inch Perforated Metal Drain Pipe	2,460	lin.ft.	1.75	4,305.00
Special Backfill in Drains	350	cu.yds.	6.00	2,100.00
Loose Riprap	330	cu.yds.	3.00	990.00
Metal Guard Rail	60,600	lin.ft.	2.35	142,410.00
Type 2 Barricade	440	lin.ft.	4.50	1,980.00
Guide Posts, Type W-2	700	only	7.50	5,250.00
Hauling and Placing Coarse Crushed Material in Base	5,460	cu.yds.	1.00	5,460.00

Hauling and Placing 3/4" - 0 Material in Base	6,400	cu.yds.	$ 1.25	$ 8,000.00
Sprinkling	290	M-gals.	3.00	870.00
Preparation of Base	14.53	miles	400.00	5,812.00
Hauling and Placing 3/4" - 0 Material in Binder Course	280	cu.yds.	1.25	350.00
Hauling and Placing Aggregates	1,470	cu.yds.	1.25	1,837.50
RC-3 Asphalt	44	tons	55.00	2,420.00
200-300 Asphalt	108	tons	53.00	5,724.00
RS-1 Asphalt	32	tons	55.00	1,760.00
Asphaltic Concrete Mixture	60,500	tons	3.00	181,500.00
Asphalt in Mixture	3,300	tons	38.00	125,400.00
Asphaltic Concrete Traffic Markers, Type L	1,700	lin.ft.	0.75	1,275.00
Asphaltic Concrete Curbs	31,600	lin.ft.	0.50	15,800.00
				$ 548,378.00
Flagging (57½% of Contractor's Cost)	All Required			2,500.00
Slide Correction	All Required			75,000.00
Slope Protection	All Required			2,500.00
Seeding and Mulching	All Required			18,445.00
Signing (Temporary)	All Required			200.00
				$ 647,023.00

Type Code Y007
Lane Ranch Creek Pipe Liner (Sta. 1260+60)(Contract No. 5771)

Furnish and Install Pipe Liner	All Required	$ 63,777.00
Subtotal		$1,518,296.50
10% Engr. & Cont		151,829.50
Total		$1,670,126.00

Length of Roadway - - - - - - - - - - - 14.836 Miles
Length of 1 Structure - - - - - - - - - 0.181 Mile (Exception)
Total Length - - - - - - - - - - - - - 15.017 Miles
Cost of Roadway per Mile - - - - - - - $112,572.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	1,670,126.00	1,024,200.00	645,926.00
	$1,673,126.00	$1,026,000.00	$647,126.00

RECEIVED
JAN 22 1964

FOR FILING

January 21, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are sending under separate cover, four copies of final voucher for the Burnt Hill-Brooking Section, Federal Aid Project No. EBF-124(17).

In accordance with PPM 21-9, this is a first submission final for your audit of our records, and not for the purpose of requesting payment.

This project shows the final cost and Federal funds requested exceeding the setup of funds in the project agreement; and accordingly, it is requested that the agreement be modified to conform with the revised amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mb

RECEIVED
FEB 27 1963
FOR FILING

EEF-1-4(17)

5908

February 27, 1963

Great American Insurance Co.,
Wells-Reed-Wood-West Ins. Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

A post-final payment in the amount of $5,575.00 will be made to Dorman Const. Co., on contract #5908 for paving the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $560,267.98, including the post-final payment. Of the total, $44,982.30 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Dorman Const. Co.,
2818 East 1st Street
Vancouver, Washington

cc: C. H. Maison
Attn.: John Herr

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JAN 30 1963

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EIF-124(17)

5908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1963

SUBJECT: Dorman's Claim
Burnt Hill-Brookings Section
Oregon Coast Highway
Contract No. 5908

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a Price Agreement in the amount of $5,575.00 which settles the claim of Dorman Co. on this project. This amount was agreed to in a meeting in this office on November 16, 1962, and is made up of two parts.

Part 1, delays and plant damage, is a compromise amount which is compensation for the delays and damage caused by our not requiring another contractor to complete the stockpiling of the paving aggregates on time. This failure to provide aggregates caused considerable delay and a winter flood caught the plant still at the Pistol River site. The Bureau of Public Roads has refused to participate in any part of this claim.

Part 2, paving of approaches, is a figure reached by allowing $25.00 each for 43 road approaches which were paved. The original plans called for these approaches to be oiled. Of these approaches, 32 were south of Thomas Creek and were paved prior to the time the change of surfacing material was discussed with the Bureau of Public Roads. The Bureau of Public Roads refuses to participate in this cost. The remaining 11 approaches were paved after this was discussed with the Bureau of Public Roads, and they will participate in this cost.

Under the circumstances, it is recommended that the Price Agreement be approved, and that Bureau of Public Roads participation be requested for the paving of the 11 road approaches north of Thomas Creek.

F. D. Morgan'
Construction Engineer
By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachment

cc: L. H. Young

NOTED
LLOYD P. SHAW

RECEIVED
JAN 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

attachment to Decker
1-30-63

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Dec. 14, 1962

SUBJECT: Price Agreement No. 3 (Claims)
Burnt Hill-Brookings Section
Contract 5908

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Attached is the subject Price Agreement in the total amount of $5575.00 which constitutes a settlement of outstanding claims on this project.

Your approval is recommended.

L. W. Rulien
Asst. Division Engineer

LWR:ds
attach.

CONSTRUCTION DIVISION
DEC 17 1962

NOTED
LLOYD P. SHAW

9

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JAN 25 1963

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EBF-124(17)

5908

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO Mr. Forrest Cooper, State Highway Engineer DATE: January 14, 1963
Salem, Oregon
Attention: Mr. F. D. Morgan, Construction Engineer

FROM A. W. Parsons, Division Engineer
08-35.4-DB Salem, Oregon

Shaw

C.C. to Gil Decker 1/22/63

SUBJECT: Oregon Project No. EBF-124(17)
Burnt Hill-Brookings Section
Oregon Coast Highway

We have reviewed the letters and memorandums forwarded to this office on November 23, 1962 concerning the claims submitted by Dorman Construction Company on the Burnt Hill-Brookings Section EBF-124(17), Oregon Coast Highway, Contract No. 5908.

Claim #1 consists of $6,488.00 for additional labor, equipment, and fuel oil costs for paving work done between November 7 and December 12, 1961.

The contractor submitted this claim because of an alledged changed condition occurring after the contract was awarded. He indicated that this changed condition was brought about by the inability to obtain paving aggregate from a State controlled stockpile, production of which was to be performed on the Burnt Hill-Thomas Creek Unit EBF-124(17) under contract to the Peter Kiewit Sons Co. — contract 5758 The special provisions for Dorman's contract state the following:

> "The materials to be used in construction of the crushed stone base and shoulders shall be obtained from State-controlled stockpiles on sites located as follows:
>
> 1. Burnt Hill-Thomas Creek Unit; Stockpile site located 0.53 mile southeasterly of the existing highway at Mile Point 342.04.
>
> These materials are being produced and stockpiled by the contractor on the Burnt-Hill-Thomas Creek stone base, binder and aggregate production project and it is anticipated, but not guaranteed that the material will be available in stockpile by not later than July 15, 1961". Also the contractor is advised that other work within the limits of the project is being performed under separate contracts and the production of aggregate work estimated completion date was July 15, 1961. The contract also provided that oiling and paving aggregates were available in the same sources as the stone base surfacing aggregates.

NOTED
LLOYD P. SHAW

It also states that non-completion of work by the other contractors will not relieve the contractor on this project of his obligation to entirely complete all work specified under the contract, and neither will such non-completion entitle him to extra compensation of any kind.

When it became known to the State that Source No. 1 materials were not being produced by Kiewit in compliance with the tentative date set forth in Dorman's contract an effort was made to induce or force the Kiewit company to complete the aggregate production under their contract before crushing base surfacing aggregates under a subcontract for another project. However, when Kiewit demanded a sum of money from the State to change his plant over for the production of paving aggregates, the matter was dropped, and evidently no further effort was made to induce Kiewit to produce the materials in question.

Our records show the subcontract between J. N. Conley, contractor on the Cape Sebastian-Myers Creek - ebf-124(16) - project and Peter Kiewit on the Burnt Hill-Thomas Creek Unit EBF-124(17) was approved on September 12, 1961. This subcontract covered the crushing only of Items 7, coarse crushed material in base; Item 8, 3/4" to 0 material in base; Item 11, 3/4" to 0 material as binder coarse; Item 12, furnish and placing aggregates; Items 16 and 17, material in stockpile which was considered as non-participating items.

With full knowledge of the conditions existing on the projects in question the State approved this subcontract without qualifications of any kind. In view of the conditions existing in this case it would appear that the State should have conditioned their approval of this subcontract with Conley upon the receipt of a written guarantee from Kiewit that the production of surfacing aggregates under his own contract would be completed prior to his crushing for Conley under the subcontract.

The normal construction season has been set up in the contract and stipulates November 30, to March 1 as a period of non-work day charges. However in this particular section of the State there are periods during the winter months when certain work can be accomplished. This statement is by the fact that the State allowed the contractor to continue beyond the November 30th date and complete the paving on December 12, 1961. This being the case it must be considered that the project was completed within the 1961 construction season and even though Dorman was delayed for a period it is our opinion that a possible delay was one of the risks involved in contracting this project under the conditions existing when bids were solicited.

Inasmuch as Dorman's contract did not guarantee a definite date when paving aggregates would be available; Dorman was able to complete his project work in one working season; and this office had no responsibility in the approval of the subcontract which permitted Kiewit to perform work for others in jeopardy to the work under Dorman's contract which was dependant upon Kiewit's own contract for materials, and which subcontract work was directly responsible for the delay to Dorman's work, we find no basis for authorizing Federal participation in this portion of the claim.

Claim #2

Claim #2 for damages to paving plant equipment resulting from a flood on November 23, 1961.

The State indicates they have some responsibility in this claim because the material was not in stockpile which forced the contractor to delay his paving operation which required him to hold the plant on the project later than was anticipated, and have offered to settle this claim on a compromise basis, reimbursing the contractor for one-half of the $2,610.46 non-insurance out of pocket expenses.

It is our opinion that the State's recognition of any obligations to reimburse the contractor for damages suffered because of flooding of the contractor's paving plant should be very carefully studied as this would set a precedent and be an invitation to other contractors to submit claims for equipment damage.

It is understood that the insurance company has evaluated and paid their portion of the damage covered by the contractor's policy and the remaining amount which consisted of cleaning and reinstalling the plant was not covered in their policy and this claim was submitted to cover this loss.

Also as brought out by the Staff Attorney the contractor had no obligation to set his plant at the site where flooding occurred and he voluntarily selected this site for his paving plant. After the flooding occurred the contractor re-established the paving plant in the same location and continued the paving until the work was completed on December 12, 1961, thereby risking further flooding of the plant.

Since the State did not direct the contractor to place the paving plant at a designated site and this office does not recognize any responsibility in the delay to Dorman's operations, we can not authorize Federal participation in this portion of the claim.

Claim #3

The claim is for paving 43 approach roads as per instructions from the resident engineer and not oiled as called for in the contract.

The claim was submitted because of the additional labor and time involved in moving equipment and men to these approach roads. The claim asks a price of $25 each for paving these 43 approach roads amounting to $1,075.00.

In reviewing our records we find that this matter was discussed with this office and approval was granted as of November 8, 1961 with authorization to proceed immediately due to emergency conditions. This change was approved because of unfavorable oiling weather conditions existing on the project that late in the season. This approval was given to cover the paving of the approach roads which were completed subsequent to the date of authorization to proceed which we believe consisted of only the 11 approaches north of Thomas Creek. A cost analysis shows the average bid price for this type of work as $26.56, therefore, the $25.00 for each approach appears justified.

Your letter of December 21, 1962 supports our findings concerning the approval of this work and we, therefore, will authorize Federal participation in that portion of the claim for work performed on the approaches subsequent to the November 8, 1962 date. This would amount to 11 approaches at $25.00 each or a total amount of $275.00.

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JAN 23 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM 2-1232

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GLENN L. JACKSON, CHAIRMAN
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DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5908

December 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Claim from Dorman Construction Co.
Burnt Hill-Brookings Section
Oregon Coast Highway
Project No. EBF-124(17)

Dear Mr. Parsons:

Supplemental to our letter of November 23, 1962, concerning the contractor's claim for compensation for paving road approaches, we now find that we have discussed this matter with your personnel prior to the start of the work. We have in our file a memo to the effect that Mr. L. H. Young of our office discussed this with Mr. Martin of your office on November 8, 1961. At that time Mr. Martin recommended approval of the change and authorized us to proceed with the work.

Your concurrence in this portion of the claim on this basis is requested.

We also have determined that the number of road approaches involved is definitely 43, and not 42 as stated in the letter from the contractor.

Very truly yours,

F. D. Morgan
Construction Engineer

By
G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
cc: L. H. Young
L. I. Lindas
L. R. Chandler
General Files ✓

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GLENN L. JACKSON, CHAIRMAN
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PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 4, 1962

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Re: Burnt Hill-Brookings Section
Contract No. 5908

Gentlemen:

In regards to the recent conference held in this office with Mr. Vanderwal of your organization and members of this department, we have submitted your claims to the Bureau of Public Roads requesting their approval of the settlement proposed at this meeting.

Although the matter is not completely resolved, it is felt that by processing the enclosed Price Agreement the final solution will be materially expedited. The agreement is formulated on the terms which were proposed to Mr. Vanderwal.

If this meets with your approval will you please sign the agreement and return to this office.

Very truly yours,

F. D. Morgan
Construction Engineer

By

J. F. Putnam
Assistant Construction Engineer

JFP:bjh
encs.

cc: R. L. Porter

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STATE HIGHWAY ENGINEER

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26 1962

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SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 23, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Burnt Hill-Brookings Section
Contract No. 5908
EBF-124(17)

Attention: Mr. Paul Riedl

Dear Sir:

The contractor has presented three claims of merit on this project. Two appear in a formal presentation (copy enclosed) and one was presented orally at meetings held in Salem.

Claim I - $6,488.00 for additional labor, equipment, and fuel oil costs for paving work done between November 7 and December 12, 1961.

Claim II - $4,971.00 for damage to equipment occurring as the result of a flood on November 23, 1961.

Claim III - $1,075.00 for paving 43 approaches at $25 per approach.

Claims I and II are the result of the same basic fact. The pertinent information is contained in the following letters and documents, copies of which are attached:

(a) Mr. Dorman's transmittal of May 9, 1962.
(b) Mr. Chandler's letter of July 6, 1962.
(c) Mr. Johansen's analysis dated August 22, 1962
(d) Mr. Juve's analysis dated October 31, 1962.
(e) Mr. Morgan's Memo to the Files dated November 19, 1962.

NOTED
R. L. PORTER

Other data (such as Mr. Juve's work sheets used to establish the values appearing in his letter) are on file in our office and may be inspected at your convenience if necessary.

A brief summary of the information contained in the enclosures is listed below:

1. Kiewit's Contract No. 5758 for producing and stockpiling AC aggregates was awarded July 28, 1960.

2. Dorman's Contract No. 5908 for using the aggregate produced by Kiewit to make and lay the AC mat was awarded May 26, 1961.

3. Dorman's contract stated that it was estimated but not guaranteed that AC aggregates would be available on July 15, 1961.

4. Dorman moved his plant into the Pistol River site and was ready to begin paving about October 2, 1961.

5. Kiewit was at this time crushing material for a subcontract to J. N. Conley and/or for another project of his own. He had made no AC aggregates and did not begin producing them until October 17, 1961.

6. Had aggregates been available, Dorman would have completed his work on November 7, 1961.

7. Dorman took the aggregates directly from Kiewit's crusher processing them immediately through his AC plant beginning October 17. Dorman was very cooperative throughout this job, especially in this operation. Without this cooperation (made at an expense to the contractor) we would not have been able to open this vital section of highway to traffic in 1961. He finished paving December 12, 1961.

8. On November 23, 1961, Pistol River flooded damaging Dorman's plant. Had aggregates been available prior to October 2 when he could utilize them, he would have been out of the area prior to the flood.

We feel that the State is obligated to reimburse the contractor for losses incurred under Claim I. However, the contractor used a quarry operation during summer months for comparison purposes to establish the amount. We have made a very thorough analysis comparing the period immediately prior to November 7 with that immediately following the same date. As shown on the accompanying sheets, the correct figure for this claim is $3,142.34.

We feel that the State also has some responsibility under Claim II. If we had not breached our contract with the contractor, he would not have suffered damage. Furthermore, although floods can occur anytime in Pistol River, we feel that winter is the most prevalent time for these floods to occur and as one approaches winter, the danger increases. We recommend that this claim be settled on a compromise basis whereby the State reimburses the contractor for approximately one-half of the $2,610.46 non-insurance covered out of pocket labor costs.

We therefore request your concurrence in participating in a settlement of Claims I and II for the total amount of $4,500.00.

Claim III for the extra costs for paving the driveways is another matter entirely and does not reflect the breach of contract involved with Claims I and II. The pertinent facts are enumerated below:

1. The contract with Dorman calls for all the approaches to be oiled. They were all paved instead. Thirty-two lie between Thomas Creek and Brookings, and the remaining 11 between Burnt Hill and Thomas Creek.

2. Referring now to the 32 south of Thomas Creek: These were paved on the instructions of the resident engineer who misinterpreted the plans. These approaches were only partially paved to the point where the approach radius became tangent to the approach itself. From that point out to the right of way line, they were oiled. Both paving and oiling operations were performed subsequent to finishing the other paving work on the job. So, you see, the contractor had to move in and out of each approach twice.

We usualy reimburse the contractor on a "per each" basis for the labor and time involved in moving equipment and men to the approach roads. When we take no bid on this item (as was the case here) the cost of this moving is understood to be included in the oiling or paving item itself. Therefore, we can assume that the oiling work involved has been included in his oiling bid. However, since the approaches were to be entirely oiled, the contractor has not been compensated for the moving operation involved with the paving work. He asks for a fair price of $25 each, and we recommend acceptance and solicit your participating in the matter.

3. Refering now to the 11 north of Thomas Creek: Between the time that the contractor completed the 32 approaches listed under 2 and the time that he started these eleven, the resident engineer executed a Price Agreement with the contractor for the paving work already done and for completely paving the remaining eleven. This was at $25 each for a total of $1,075. For some unknown reason, this Price Agreement was lost or delayed and not presented for approval until the work had been completed. (Please remember, the engineer did order this work.) Under the circumstances, we feel bound to honor this agreement. Your approval of and participation in these 11 approaches is also solicited.

One further fact is pertinent. Kiewit (under contract 5758) overran his time 32 workdays and was assessed liquidated damages in the total amount of $5,120.

In summary, we request participation in the following settlement of all claims on this project:

Claim I and Claim II	$4,500.00
Claim III	1,075.00
	$5,575.00

Please advise your decision at an early date.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

Enc.

FBK:fp

cc R. L. Porter
L. I. Lindas
L. H. Young
L. R. Chandler

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NOV 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 20 1962
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FORM 2-30X—50M—5-62 43900

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1962

SUBJECT: Burnt Hill-Brookings Section
Contract No. 5908

To:

MEMO TO THE FILES

A meeting was held in the Construction Department offices on November 16 to discuss the claims presented by the prime contractor, Dorman Construction Company, on this project. Present were Mr. Vanderwal from the contractor's organization, and Messrs. Morgan, Decker, Juve, Johansen and Klaboe of the Oregon State Highway Department.

The contractor had presented two formal claims. Both involved the fact that he was delayed in the completion of this project due to failure of the preceding contractor to carry out his obligations.

Our Legal Department has analyzed the claim and feels that portions are justified (see Mr. Johansen's letter of August 22, 1962). The first part of the claim involved the additional cost to the contractor for performing work between November 8 and December 9, 1961, over the cost of performing the work between October 16 and November 8, 1961. This claim was presented in the total amount of $6,488.00. However, a very thorough audit of the contractor's books by our Cost Analyst Department has established a true value of $3,142.34. The background information justifying this claim has been presented in previous correspondence.

Mr. Vanderwal was advised that we would recommend settlement of this claim for the aforementioned $3,142.34. He stated that he would have to consult with his employer before giving a decision.

The second part of the claim was for losses suffered due to flood damage in the total amount of $4,971.00. Considerable discussion was held concerning the justification for this claim. Facts were presented by Mr. Vanderwall to the effect that the contractor would have finished with his work and would have moved his plant out of the area before the flood if the rock required had been supplied at the time that he could use it. This is a true statement. However, there are questions whether or not the contractor took all the precautions to prevent damage to his plant or not. We feel that even though we breached our contract as far as providing the material for his use at a certain date (July 16, 1961), we did not assume all the liability for damage to his plant as a result of flooding. Nevertheless, we feel that a compromise settlement would be in order and will recommend that one-half of the labor costs of cleaning and reinstalling the plant be assumed by the State Highway Department. This would amount to approximately $1,300.00.

Mr. Vanderwal again stated that he would have to discuss this matter with his employer.

A third claim presented by the contractor involved the construction of about 40 road approaches. Plans call for oilint but he claims the resident engineer ordered them paved and agreed to pay $25 additional for each one. This will be investigated and further negotiations carried on in the near future.

F D Morgan
F. D. Morgan
Construction Engineer

FBK:bjh:fp

cc R. L. Porter ✓
L. I. Lindas
L. R. Chandler

NOTED
R. L. PORTER

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STATE HIGHWAY ENGINEER

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PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 16, 1962

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Gentlemen:

As requested, we are submitting herewith a breakdown of operating costs for paving on the Burnt Hill-Brookings Section for the two periods between 10-16-61 to 11-8-61 and 11-8-61 to 12-9-61 as determined from your records.

	Costs 10-16-61 to 11-8-61	Costs 11-8-61 to 12-9-61
Labor	$ 8,348.78	$ 9,786.22
Equipment Rental	8,390.87	9,778.31
Gas, Oil & Grease	1,014.68	1,099.11
	$17,754.33	$20,663.64
Tonnage Produced	14,408.46	14,514.23
Cost per ton	1.2322	1.4237
Extra Cost per ton 2nd period		0.1915

Total Extra Cost $14,514.23 X $0.1915 = $2,779.48

The additional cost of drying the materials between the period from 10-16-61 to 11-8-61 when the aggregates had some chance to dry and the final period when they were kept continually wet by rains has been set at $0.025 per ton.

This is an estimate only, as no record was kept of the fuel consumption for any specific period. On this basis, the additional fuel cost would be $14,514.23 X $0.025 or $362.86, bringing the total extra operating cost between the two periods to $3,142.34.

Very truly yours,
F. D. Morgan
Construction Engineer
By
Maurice N. Juve
Chief Cost Analyst

MNJ:bjh
cc: R. L. Porter ✓

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PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5908

November 5, 1962

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Re: Burnt Hill-Brookings Section
Contract No. 5908

Gentlemen:

This letter will serve to confirm the date of 10:00 A.M., November 16, 1962, for the meeting about the claims on this project.

Very trulyyours,

F. D. Morgan
Construction Engineer

By Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
L. I. Lindas
ATTN: Alan Johansen

NOV 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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1962

COMMISSIONERS
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Medford
KENNETH N. FRIDLEY, Member
Wasco
DAVID B. SIMPSON, Member
Portland

FLOYD QUERY, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 1, 1962

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Re: Burnt Hill-Brookings Section
Contract No. 5908

Gentlemen:

Since our last letter to you we have made a very thorough investigation of the claims presented against this project. We would now like to meet with you here in Salem and discuss our findings. We suggest the date of November 9th at 10:00 A.M. in the Construction Engineer's office. If this is convenient, please advise.

Very truly yours,

F. D. Morgan
Construction Engineer

By Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter ✓
(L. I. Lindas
(ATTN: Alan Johansen

NOV 1 1962

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5908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 14, 1962
Salem 10, Oregon

SUBJECT: Dorman Construction Co. Claim
Burnt Hill-Brookings Section
Contract No. 5908

To: Mr. R. L. Porter
Assistant Highway Engineer

OFFICE

As per your request, this department has made a complete study of the above matter and it is our conclusion that we are not precluded from seeking indemnity from Kiewit and Company on account of the claim of Dorman, either by reason of the withholding of liquidated damages from Kiewit or by the final acceptance of payment to Kiewit. Accordingly, we feel the tender of the defense of this claim should be made to the Kiewit Company and if there is no objection on your part, we shall take the necessary steps to do this. I would appreciate hearing from you in this connection.

For your information, I am attaching hereto a copy of Mr. Johansen's opinion which deals in detail with the claim.

Lindas

L. I. LINDAS
Chief Counsel

RECEIVED
SEP 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

LIL:dc
Attachment
cc: Fred Klaboe
Alan Johansen

FORM E-90X—80M—5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Sept. 11, 1962

SUBJECT: Dorman Construction Co. Claim
Burnt Hill-Brookings Section
Contract No. 5908

To: Mr. L. I. Lindas
Chief Counsel

Office

At the time of my memorandum relating to this claim dated August 22, 1962, and of the conference in your office at about the same time, it had been concluded that the Dorman claim was, at least to some extent, valid. It was also concluded that the State, in turn, had a valid claim against the Kiewit Company, unless this latter claim had been precluded upon one of two possible bases: (1) Kiewit had been charged approximately $5300 as liquidated damages for late completion of his contract; this raised the question whether the provision for and payment of liquidated damages might bar us from an additional claim for delay by Kiewit in producing the material required for use on the Dorman contract; (2) the Kiewit contract has now been completed, the work accepted and final payment made therefor; it was also felt that such acceptance and final payment might possibly bar us from now asserting a claim for damages based upon a breach of contract by Kiewit.

After examination of the contract provisions, and pertinent authorities, I have concluded that we are not precluded from asserting this claim against Kiewit Company upon either of the two suggested bases. These are considered separately below.

LIQUIDATED DAMAGES

The applicable liquidated damages provision in the Kiewit contract is found on pages 4 and 5 of the "Additional Special Provisions--Federal Aid Primary and Urban Highway Projects," issue of 7-15-59. The purpose of the liquidated damages provision is described in the following terms:

> "Time is of the essence of the contract. Inasmuch as any delay in the prosecution of the work will inconvenience and be expensive to the traveling public, obstruct traffic, interfere with and delay business and commerce, and increase the cost to the State, it is essential that the work be pressed vigorously to completion."

> "It is agreed by the parties to the contract that, in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of workdays called for in the contract, damage will be sustained by the State of Oregon, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delays; and it is therefore agreed that the contractor will pay to the State of Oregon as liquidated damages (or the State, at its option, may deduct from the contract payments) . . . the sum indicated in the schedule shown for each and every workday elapsed in excess of the number of workdays specified . . . in the contract."

Additional stipulations indicate it was not contemplated by the parties that liquidated damages should be full compensation for all damages sustained by the State by reason of the contractor's failure to perform according to the terms of the contract:

> "Payment of liquidated damages shall not release the contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the State's right to collect any additional damages which it may sustain by failure of the contractor to carry out the terms of his contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the contractor to complete the work on time."

While it is true, in a sense, that the claim under consideration against Kiewit would be a claim for delay in prosecution of the work, it is not a claim for failure to complete the work on time. Furnishing of the aggregate to be used in the Dorman contract was only a part of the work to be performed by Kiewit, and it would appear that he might be held liable for failure to produce such aggregate within a reasonable time, even if Kiewit had completed his entire contract within the scheduled number of work days.

A case almost precisely in point is City of Bridgeport vs. United States F & G Company, 105 Conn. 11, 134 Atl. 252 (1926). This case involved the construction of a bridge for a city. The contract for construction of the movable span superstructure was let to one contractor (1), and a separate contract for construction of the other segments of the bridge was let to another contractor (2). Contractor 1 was several months late in completing his work on the first half of the movable span superstructure, as a result of which contractor 2 was delayed. By virtue of the delay, contractor 2 was compelled to complete its work during a period of inclement weather, as a result of which it incurred additional costs for labor and materials, and for the maintenance of plant and equipment. Contractor 2 filed an action against the city and recovered a judgment for the amount of its damages sustained by reason of the delay. In the case at bar, by the city against contractor 1, it was held that the city could recover the amount of damages it had been compelled to pay to contractor 2, and which arose from contractor 1's delay, notwithstanding a liquidated damages provision in the contract with 1.

In the City of Bridgeport case, the court pointed out (134 Atl. at page 258) that the liquidated damage provision contemplated demages for loss of use of the bridge during the period of delay, for which it would be difficult to measure the actual damage, while the extra sum which the city was compelled to pay contractor 2, was not damages for loss of use, and could be measured by ordinary means, and was not within the contemplation of liquidated damages provision.

This reasoning appears to be singularly applicable under the contract provisions and the other facts involved in this case.

United States vs. Hathaway, 249 U.S. 460, 39 S. Ct. 346 (1919), recognizes that a provision for liquidated damages at a per diem rate, does not preclude the collection of additional damages where such recovery is contemplated by the contract. The pertinent facts in the Hathaway case are summarized in the passage from the court's opinion quoted below:

> "Claimants contend . . . that the court of claims erred in allowing, in addition to the sum of $100 a day as liquidated damages, the sum of $182 for the expense of superintendence and inspection. But the contract expressly provided that time should be deemed of the essence and that in case of failure to complete within the time specified 'the contractor shall pay, in addition to the liquidated damages hereinbefore specified, all expenses for inspection and superintendence.' There is no reason why parties competent to contract may not agree that certain elements of damage difficult to estimate shall be covered by a provision for liquidated damages and that other elements shall be ascertained in the usual manner. Provisions of a contract clearly expressed

> do not cease to be binding upon the parties, because they relate to the measure of damages." 249 U.S. at 464, 39 S.Ct. at 347.

On the other hand, where a construction contract provides for liquidated damages for delay in completion, additional actual damages sustained by reason of the delay in completion may not be recovered. Trans-World Airlines vs. Travellers' Indemnity Company (CA 8, 1959) 262 F.2nd 321.

In City of Rainier vs. Masters, 79 Or. 534, 154 Pac. 426, 155 Pac. 1197 (1916), it was recognized that a liquidated damages provision in a contract for public work does not apply to general damages sustained upon the contractor's abandonment of the work, but only damages sustained by reason of mere delay in completion. In that case, however, the plaintiff city was denied any recovery, for failure to plead or prove any general damages. Cf. Comey vs. U. S. Surety Company, 217 N.Y. 268 (1916), and McKegney vs. Illinois Surety Company, 180 App. Div. 507 (1917), where it was held that where a contractor refuses to complete a job, the owner may recover liquidated damages and his actual increased cost incurred in having another contractor finish the work.

Applying the holdings in the foregoing authorities to the facts in the instant case, including the special provisions relating to liquidated damages, it appears that our collection of liquidated damages from Kiewit would not prevent us from asserting a claim against Kiewit, seeking indemnity against the claim of Dorman.

FINAL ACCEPTANCE AND PAYMENT

In the absence of any contrary contractual provision, it may be that acceptance of the work would preclude a subsequent claim against the contractor for a breach of contract on his part. It is said in 81 C.J.S., States, Sec. 124, page 1117, that:

> "Acceptance by the state of the contractor's work precludes a claim against him for failure to perform. . . . [the properly authorized body's or officer's] acceptance of work performed under the contract binds the state."

The only case cited in support of the above proposition as to acceptance of the work precluding a claim, is People vs. Lewis, 159 App. Div. 612, 145 N.Y.S. 862 (1913). An examination of that case indicates that, with respect to the point for which it is cited in C.J.S., supra, the holding was merely that there " . . . was not such acceptance of the foundations by the board of managers as now precludes them from contending that relator has failed to perform his contract in reference thereto." 145 N.Y.S at 867. The opinion contains no reference to any contract provision with respect to acceptance of the work, waiver of rights, or the like.

In any event, it appears that pursuant to Sec. 1.7.23 of the Standard Specifications, we are not precluded from asserting any claim against Kiewit by reason of the fact that we have accepted the work and made final payment. The cited section provides, in pertinent part, as follows:

> "The state shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing . . . that the work or materials do not conform in fact to the contract. The state shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Commission, . . . nor any payment for nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Commission, shall operate as a waiver of any portion of the contract , . . or any right to damages herein provided."

CONCLUSIONS

We are not precluded from seeking indemnity from Kiewit & Company, on account of the claim of Dorman, either by reason of the withholding of liquidated damages from Kiewit, or by final acceptance and payment to Kiewit. Accordingly, tender of the defense of this claim should be made to Kiewit, as suggested in the earlier memorandum.

ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
[illegible]
WASCO
DAVID B. [illegible], MEMBER
PORTLAND
[illegible], SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

RECEIVED
[illegible] 1962
FOR FILING

5908

August 24, 1962

~~Dorman~~ Construction Company
2818 East First Street
Vancouver, Washington

Re: Burnt Hill-Brookings Section
Contract No. 5908

Gentlemen:

I would like to apologize for the delay in answering your letters concerning a claim on this project. Rest assured that the matter was not pigeon-holed or laid aside. It has, however, been extremely complicated to analyze, both from an engineering and a legal standpoint.

Before concluding our analysis we must have a look at your books and cost records for the period of time involved. Members of our Cost Analyst Section will contact you in the very near future for this purpose.

After this examination we will probably want to discuss the matter further with you.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
L. I. Lindas
L. R. Chandler

RECEIVED
AUG 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 27 1962
FOR FILING

[illegible]

[illegible]

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem 10, Oregon
August 15, 1962

SUBJECT: Construction Speed Zone
US101

Agenda Item: 3c(3)

MEMO TO FILE

The State Highway Commission at its meeting of August 9 established the following temporary construction speed zone:

20 MPH ... on the Thomas Creek Bridge Section of the Oregon Coast Highway in Curry County, between M.P. 347.54 and 347.91, effective 8 a.m., PST, June 19, 1962.

O. B. Johnson
FOR F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards ✓
L. R. Chandler
George Bates
G. L. Clark

RECEIVED
AUG 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 13 1962
FOR FILING

5908

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1962

SUBJECT: Burnt Hill-Brookings Section
Contract No. 5908

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

Attached are copies of our entire file concerning a claim in the total amount of $11,460.31 on this project. The contractor alleges that he was delayed in his operation which, in turn, caused him substantial loss of revenue and damages as a result of our actions in not requiring a second contractor, who was producing the aggregates for this contract, to expeditiously perform his work. The facts are all listed in the copies of letters enclosed.

After studying this matter over I would like to have a conference with you concerning our answer to the contractor. Please advise when you will be available for such a conference.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

cc: R. L. Porter ✓
L. R. Chandler

[illegible]
JUL 1 3 1962
OFFICE OF
STATE [illegible]

NOTED
R. L PORTER

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MAY 24 1962
FOR FILING

EBF-124 (17)

5968

May 23, 1962

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5_98, awarded to Dorman Const. Co., for paving the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County.

This contract was completed on February 1, 1962, but has not as yet been accepted by the Commission. Final payment in the amount of $15,291.32 will be released to the contractor after acceptance by the Commission. The total contract amount is $554,692.98, of which amount $44,982.30 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Dorman Const. Co.,
2818 East 1st Street
Vancouver
Washington

RECEIVED
MAR 16 1962
FOR FILING

5908

March 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Acceptance of Project

It is requested that we be advised by letter the date of acceptance by the Bureau of Public Roads of the following project:

Burnt Hill-Brookings Section of the Oregon
Coast Highway in Curry County, paving,
Project No. XHF-124(17), State Contract No.
5908.

If the project has not been accepted by the Bureau of Public Roads, please advise us of the conditions necessary for your acceptance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 9, 1962

Section Burnt Hill - Brookings

Kind of work Paving

Highway Oregon Coast County Curry

Section prefix 8-1043

Contractor Dorman Construction Co.

Contract number 5908

Date of contract May 26, 1962, 19

Specified work days 85

Date work started June 5, 1962, 19

Work days used 65

Project authorization $ 669,654.00

Exclusive of engineering $ 622,034.16

Per cent of time elapsed 76.47 %

Estimated cost of completed project, exclusive of engineering $ 579,248.72

Estimated per cent overrun or ~~underrun~~ 6.87 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 47,619.84

Engineering cost to date $ 45,755.76, 96.09 %

Date project was completed Feb. 1, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES Guard Rail	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No activity by contractor

Delivered semi-final to Roseburg March 5, 1962

Mr Chandler on the project Thursday

This is the final report

NOTED

Signed Carl T. Knee Res.Eng. Carl T Knee

Address P.O.Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.7	0.7	14.53	0.7	14.53
Miles partially completed	"	"	"	"	"
Miles completed	"	"	"	"	"
Total estimated quantities (contract)	29,000 CY	13,610 CY	60,500 Ft.	184 Tons	63,800 Tons
Total quantities corrected to date	29,204 CY	18,945 CY	56,395 Ft.	324 Tons	66,953 Tons
Estimated quantities moved or placed to date	29,204 CY	18,945 CY	56,395 Ft.	324 Tons	66,953 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Showers		
Saturday			

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FEB 8 1962
FOR FILING

5915

February 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on February 1, 1962, on Contract No. 5908, Burnt Hill-Brookings Section, in Curry County, in connection with Federal Aid Project No. EHF-124(17).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBF:lt

cc: H. S. Cox

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FOR [illegible]

[illegible]

5989

February 5, 1962

Regional Counsel
Federal Aviation Administration
Western Region
Post Office Box 90007
Los Angeles 9, California

Dear Sir:

I write this letter voluntarily in the hope that it will assist in clearing up what I believe to be an injustice involving Norman Long of Hillsboro.

I am told that Mr. Long has been charged with a violation of FAA involving a landing and take-off at McNary Field in Salem, Oregon, on December 9, 1961, about 10 a.m.

I was involved in this matter in that Mr. Long, who was piloting an Aero Commander stopped at Salem to pick me up for a demonstration flight. Earlier that morning, there had been some fog in the area, but at the time that Mr. Long landed at the field the fog had drifted somewhat to the east and the area in the center of the field and to the west had cleared appreciably. I was expecting Mr. Long and upon hearing an aircraft engine, I looked to the north of the field and saw the plane approaching. The plane circled the field once and was in view at all times. I observed Mr. Long's approach to the field and landing, and at no time was the plane obscured by fog. After getting into the plane, we took off into the northerly direction and, while I do not remember all details, I recall being able to clearly see the local ball park, which is northerly of the field. Upon getting into the air, I could observe buildings, streets, automobiles, et cetera, quite clearly and was able to see the Willamette River in clear detail. At no time, from when I first observed the plane approaching the field from the north until it landed, was it obscured by fog, and in taking off we were able to see the ground continuously. I did not at any time feel that any hazard was involved.

I write this letter voluntarily and will be happy to give any additional information that may have a bearing on this matter, as I do not wish to see an injustice done to Mr. Long.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm

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FORM E-30 80M 7-55 22124

FOR FILING
5904

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Brookings, Oregon
January 19, 1962

SUBJECT: Thomas Creek Bridge
Metal Parapet Rail

To: Mr. Ivan Merchant
Bridge Engineer
Oregon State Highway Dept.
Salem, Oregon

While in Salem, January 16, Mr. P. M. Stephenson, mentioned that the Metal Parapet Rail on the Thomas Creek Bridge, was going to be changed (by State Forces) using a new type of posts with two longitudinal railing bars. This will raise the railing by about one foot.

If it is anticipated to make this rail change before the paint sub-contractor, O & S Painter, has completed the steel painting, it will be necessary for him to re-build his paint scaffolding. This scaffolding is mounted on a large trailor, and hangs over the parapet rail and down to the lower cord of the truss.

If the paint contractor has to re-build his scaffolding, he will turn in a claim to the State for this extra work. On the other hand, if it is decided to wait until he has completed the painting, it would be sometime in the fall of 1962, before the new railing could be installed on the bridge.

Very truly yours,

John Quiner II
John Quiner 11
Resident Bridge Engineer

cc. P. M. Stephenson
E. G. Ricketts
L. R. Chandler

RECEIVED
JAN 22 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. STEPHENSON

Mr Cooper:

Heres a copy of the letter I received from FAA and my reply to same.

Norm Long

AERO-AIR
INCORPORATED
HILLSBORO MUNICIPAL AIRPORT
26225 N. W. CORNELL ROAD • HILLSBORO, OREGON
Mitchell 4-2607

December 26, 1961

Mr. John Gebelin, Jr.
Supervising Inspector
Flight Standards Division

Dear Mr. Gebelin:

The following information is submitted in reference to your letter dated December 15, 1961, Notice of Investigation.

1. I did land at McNary Field, Salem, on the date and at the approximate time specified.

2. The flight was not conducted under IFR.

3. The weather conditions were not below those prescribed by 60.30 of Civil Air Regulations at the time of landing and take off; i.e., visibility was far in excess of three miles.

4. The flight was not conducted as an Air Taxi flight but was a means of demonstrating the effectiveness of air travel to a state government agency.

5. The official weather observation indicates that the forward or horizontal visibility at 9:58 PST was 3/4 of a mile in all directions. I was on the ground at Salem at that time and I will frankly state that this was unquestionably the most ridiculous report of visibility by a supposedly qualified weather observer, that I have encountered in my 20 years in the flying business.

6. I recommend that this investigation be closed in order that all of our time may be devoted to worthwhile endeavors.

If, however, it is desired to pursue it further, I have three other witnessess, who also are very busy people, that will attest to the conditions existing at the time in question.

Sincerely,

Norman Long

NL:ko

AERO Commander
EXECUTIVE AIRCRAFT SALES & SERVICE • COMPLETE ELECTRONIC SERVICE

FEDERAL AVIATION AGENCY
General Aviation District Office
5410 N. E. Marine Drive
Portland 18, Oregon

December 15, 1961

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RECEIVED
DEC 29 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Norman Long
c/o Aero Air, Inc.
26225 N. W. Cornell Road
Hillsboro, Oregon

NOTICE OF INVESTIGATION

Dear Mr. Long:

This office is investigating the operation of Aero Commander N 6103X on December 9, 1961. It was indicated in a report from McNary Field, Salem, Oregon, that you were the pilot of this airplane when it landed at approximately 1000 PST, and departed shortly thereafter with a passenger who boarded there.

The report fruther indicates weather conditions at McNary Field were below those prescribed by Section 60.30 of the Civil Air Regulations for operation under VFR conditions in a control zone. It was further alleged that the flight departed Hillsboro, Oregon, for the purpose of picking up a passenger, an Oregon State Highway Department employee, at Salem, and carrying him to Brookings, Oregon, in connection with a highway opening. The information is given that this was a charter flight. As such, it would have been conducted as "Air Taxi", subject to the appropriate operating requirements of CAR 42, as well as CAR 60. We are in the process of checking all phases of the operation in an effort to obtain an accurate account of the entire flight and the conditions under which it was conducted.

This notice of investigation letter does not constitute charges but is to inform you that the incident is under investigation by the Federal Aviation Agency. You are herewith offered an opportunity to discuss the matter in person and to furnish a written statement or other data to assure we have a full understanding of all the facts. In order for your version of this incident to be included with our report, you must arrange for an interview and/or submit pertinent statements or data within ten days following receipt of this notice. Our telephone number is AT8-5846.

Regardless of any other action you may wish to take in this case, it is requested that you fill in the information called for in the checked sections of the enclosed Aircraft/Airman Information Sheet and return it to this office.

Sincerely,

JOHN GEBELIN, JR.
Supervising Inspector
Flight Standards Division

Enclosure

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FOR FILING

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5908

12-8-61

The section of highway which is being opened today is without question one of the most scenic in our state. The views of rugged coast line and the accessibility to several beach areas will provide a tourist attraction that is without comparison. Some years ago, when Sam Boardman was Parks Superintendent, a start was made in acquiring a strip of land that borders the ocean and extends from just south of Mack Arch almost to Brookings. I understand that Mr. Smith and Mr. Gerstley of "Borax Consolidated" are here today. Their Company donated over 350 acres of this strip of park land. This acquisitions program continued for some years, and now all area between this new highway and the beach is set aside as a state park.

This new 15-mile section of highway is built to strictly modern standards. Its wide roadbed, easy curvature, light grades, and long sight distances will provide traffic with a safe and easy-to-drive facility. The new section contains 34 curves as compared to 225 curves on the old section; a six-degree curve is the sharpest on the new route, while the old road contained many that were in the 36-degree to 48-degree range; the rise and fall on the new section totals 1,927 feet as compared to 3,852 feet on the old one, and the highest elevation on the section opened today is 466 feet above sea level as compared to an elevation of 1,716 on the old road.

The Thomas Creek Bridge is said to be the tallest structure in Oregon and is of a type that is not common in our highway system. The structure contains almost 2,000 tons of structural steel and was built at a cost of approximately $1,250,000. Originally an arch type of structure was considered, but surveys revealed unstable abutment

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DEC 26 1961
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5908

12-1-61

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The Thomas Creek Bridge is said to be the tallest structure in Oregon and is of a type that is not common in our highway system. The structure contains almost 2,000 tons of structural steel and was built at a cost of approximately $1,250,000. Originally an arch type of structure was considered, but surveys revealed unstable abutment conditions which are spanned by the adopted design. An article in a recent construction periodical tells of a highway department bridge engineer on this project using a spinning rod to measure distances across unbridged areas of this canyon. As we understand it, he lobbed a lead weight on the end of a fish line to an assistant on the abutment and then reeled in the line to which was fastened a steel tape. We don't know what this proves, except that to qualify as a bridge engineer in this state one must have some real ability as a fisherman.

December 8, 1961

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NOV 29 1961
FOR FILING

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5908

November 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering run-off chutes on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

In order to prevent severe erosion at the low ends of the asphaltic curbs it is necessary to construct paved run-off chutes. This was not contemplated in the plans. Asphaltic concrete will be used in paving 58 chutes.

Due to the emergency nature of the work authorization has been given the Field to proceed. This work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
DEC 11 1961
FOR FILING

4967

November 22, 1961

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Hatfield:

Miss Leolyn Barnett requested that we furnish to you background material on the Burnt Hill-Brookings Section of the Oregon Coast Highway which you might wish to use at the dedication ceremonies on December 9.

The accelerated construction of this section of highway was made possible by legislative action authorizing the sale of bonds. These bonds, in an amount of $12 million, were sold in 1957 and the first contract was awarded in January 1958.

Subsequently, eight other contracts were awarded, the last one being for the paving from Burnt Hill to Brookings, awarded on May 26, 1961. The construction cost of this section was $10,900,000; the right-of-way cost was $233,000, making a total cost of $11,133,000. The new section, 14.7 miles in length, replaces 20.6 miles of old highway constructed in the late '20's to the design standards then prevailing.

It is interesting to read the report of the Highway Commission covering this original construction. (At that time it was called the Roosevelt Highway.) The report pointed with pride to the completion of this early work and stated that the project traversed some of the most rugged terrain in the state of Oregon through which construction had been attempted. The first contract involved 850,000 cubic yards of excavation with a total cost of $1,250,000. Some of the difficulties encountered are indicated by the fact that a second contract for $70,346 was awarded for the removal of slides through this area.

The third grading contract was awarded on July 28, 1925, to the J. W. Sweeney Construction Company, Portland. In trying to explain the slow progress made, the following statement appears in the Commission's biennial report:

> "Due to slow progress by the contractor, this work was not completed until August 29, 1927, eight months late. The cause of this delay can be laid solely to obsolete methods. Teams and hand labor exclusively were used. No shovel work was done."

The present construction represents one of the most difficult two-lane highway projects ever undertaken in the United States. Enormous cuts and giant fills are found throughout the length of the route. Elaborate drainage facilities to control land slides are a part of the project. Nearly 10 million cubic yards of excavation were required. The Thomas Creek Bridge, with a height of 350 feet above the stream bed, is the highest in the State of Oregon.

The 20.6-mile distance on the old route has been reduced to 14.7 miles, a saving of 5.9 miles, so that in addition to the improvements in alignment and grade, the new distance is only 71 per cent of the old. This construction represents the completion of one of the most difficult sections on the program to modernize the highway between Gold Beach and Brookings.

At the present time, work is in progress on all unimproved sections between Gold Beach and Brookings. When this work is completed in 1963, the distance will have been reduced from 34.4 miles to 25.9 miles, a reduction of 8.5 miles.

Statistics do not tell the entire story of this section of highway which traverses one of the most beautiful sections of the Oregon Coast and opens up scenic vistas heretofore virtually unknown. The State has wisely acquired large areas of property between the new highway and the Pacific Ocean which are being developed for the use and enjoyment of the people of Oregon and its visitors. I refer to the Samuel H. Boardman State Park, which is comprised of 1,473 acres - a 10-mile reach of the Oregon Coast. There is no doubt but that this area will become a scenic and recreational attraction of inestimable value to Oregon. Future generations will enjoy free and unrestricted use of this area dedicated to the public for their pleasure.

Attached is a sketch map showing pertinent information.

If you wish additional information, we shall be happy to supply it.

Very truly yours,

W. C. Williams
State Highway Engineer

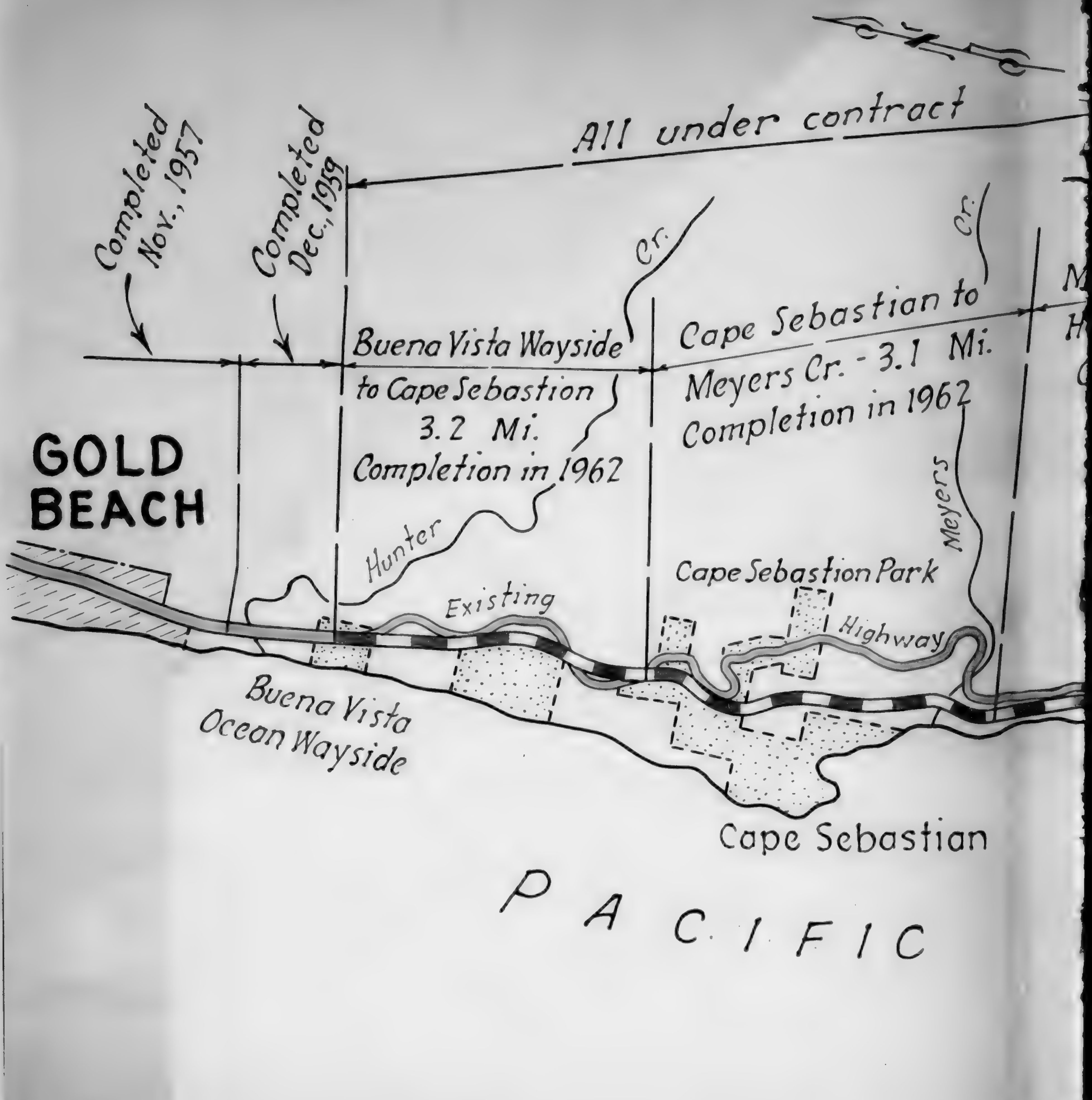
By

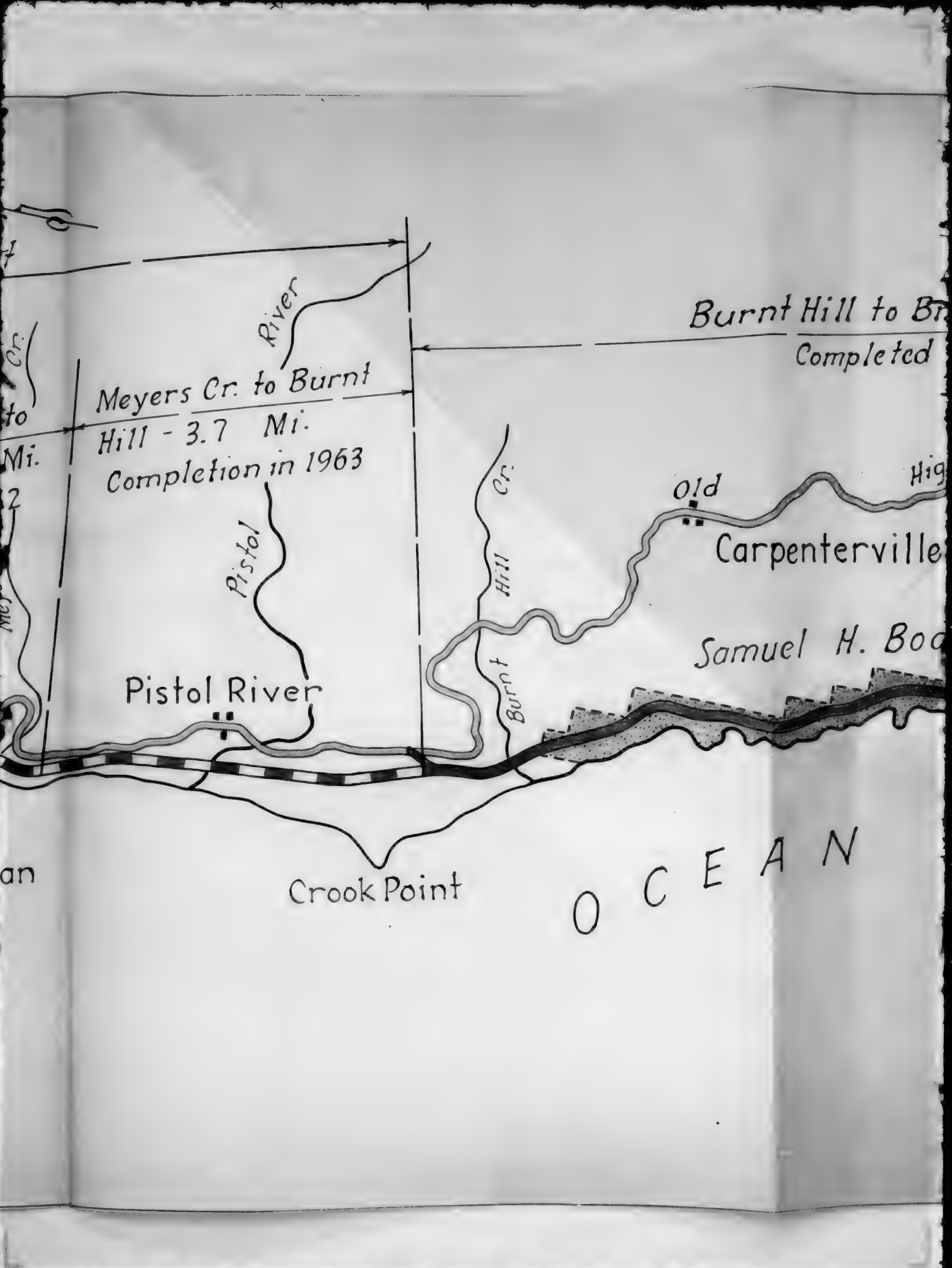
Forrest Cooper
Deputy State Highway Engineer

Attach.

cc W. C. Williams
Victor D. Wolfe

VDW:ms FC:fn


All under contract
Completed Nov., 1957
Completed Dec., 1959
Buena Vista Wayside to Cape Sebastion 3.2 Mi. Completion in 1962
Cape Sebastian to Meyers Cr. - 3.1 Mi. Completion in 1962
Cr.
Cr.
GOLD BEACH
Hunter
Existing
Highway
Cape Sebastion Park
Meyers
Buena Vista Ocean Wayside
Cape Sebastian
PACIFIC


Cr.
to
Mi.
2
Mey
River
Meyers Cr. to Burnt
Hill - 3.7 Mi.
Completion in 1963
Pistol
Pistol River
Burnt Hill to Br
Completed
Burnt Hill Cr.
Old
Carpenterville
Hig
Samuel H. Boa
an
Crook Point
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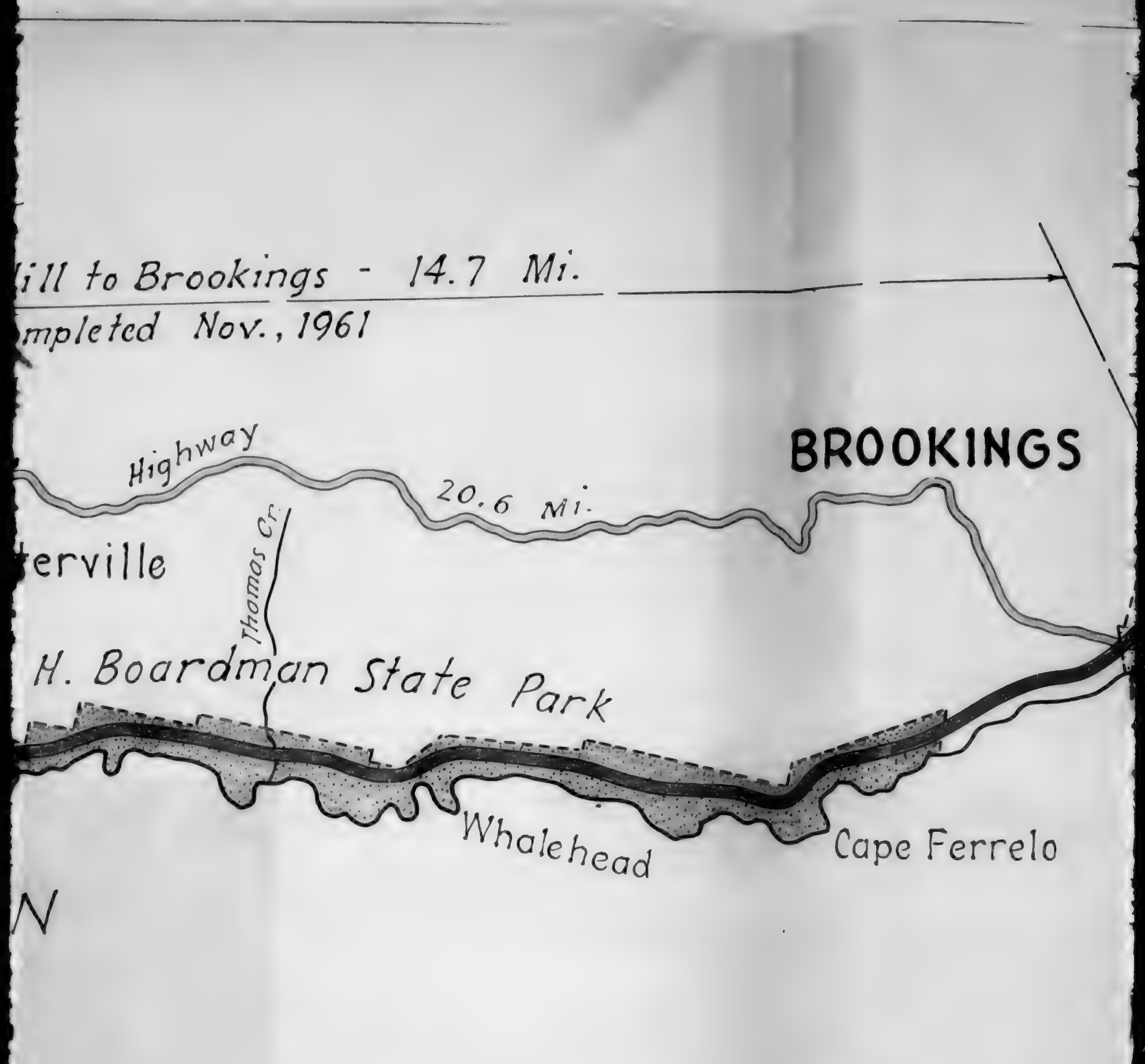
ill to Brookings - 14.7 Mi.
mpleted Nov., 1961
Highway
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BROOKINGS
terville
Thomas Cr.
H. Boardman State Park
Whalehead
Cape Ferrelo
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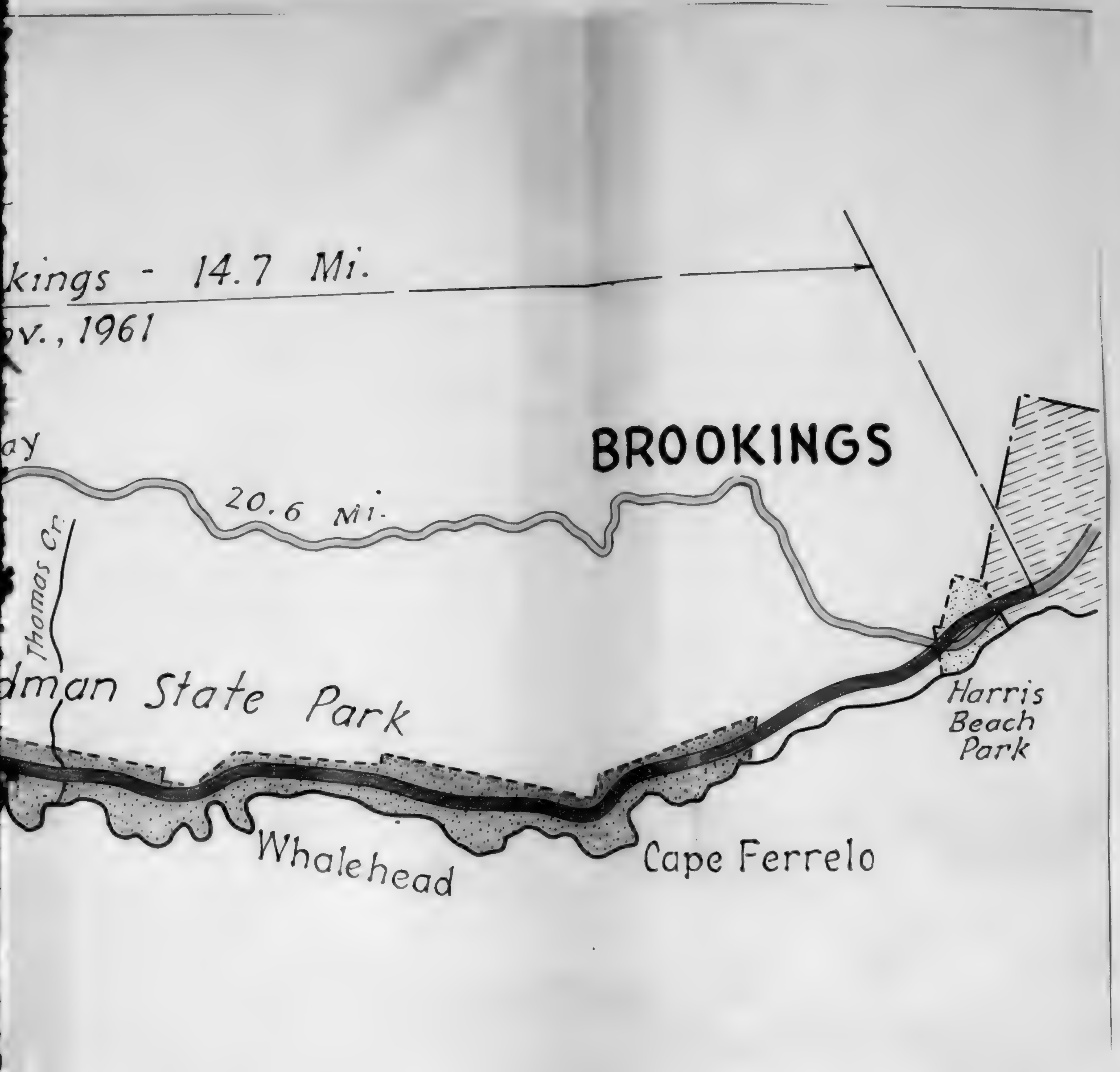
kings - 14.7 Mi.
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ay
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20.6 Mi.
Thomas Cr.
dman State Park
Harris Beach Park
Whalehead
Cape Ferrelo

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FORM [illegible] 29396

[illegible] 17

5108

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 20, 1961

SUBJECT: Distance and Time Savings
Burnt Hill - Brookings

To: James A. Hardie
Assistant Office Engineer
Office

Attached herewith is a revised copy of the distance and time savings for the section of the Oregon Coast Highway between Burnt Hill and Brookings.

The original submission of data on this section was made to you on November 2, 1961. Please attach this correction to the original submission.

F. B. Crandall
Traffic Engineer

GLS:dk
Attachment
cc: G. S. Paxson)
Forrest Cooper) Attach.

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

DISTANCE AND TIME SAVINGS

November 16, 1961

Burnt Hill - Brookings

Route	Distance Miles	Distance Savings Miles	Travel Time Hr.-Min.	Time Savings Hr.-Min.
Existing	20.64		0 - 41	
Proposed	14.79	5.85	0 - 16	0 - 25

RECEIVED
OCT 13 1961
FOR FILING

F-124(17)

5908

October 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the installation of a gate on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. F-124(17).

This work is necessary to complete a right of way agreement, File 27530. The fencing was done under a previous contract. To install the gate it will be necessary to cut and revise the existing fence.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

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[illegible] 17 1961
FORM 2-20 50M 9-61 94307
FOR FILING

5908

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1961

SUBJECT: Request for Approaches
Burnt Hill-Brookings Section
Oregon Coast Highway

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer
OFFICE

In accordance with your request of September 25, Assignment No. 1225, we have studied the proposal of Curry County for the conversion of three private approaches into County Road approaches with commercial rights. I forward herewith prints of sketches at each of the locations showing the minimum treatment that should be given these approaches, particularly as they abut the highway.

The standards shown on these sketches satisfy the conditions laid down by the Highway Commission for conversion of private approaches to commercial. We did not go into the fitting of these approaches into the topography away from the highway and they will have to be modified in accordance with field conditions found.

It is the recommendation of this office that the County be granted the right to convert these approaches to County Roads in accordance with these plans and that they pay the cost or do the work for such conversion.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

RECEIVED
OCT 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

FORM E-90X—50M—6-61—18682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 21, 1961

SUBJECT Request for Approaches to
US-101, Burnt Hill-Brookings
Section, Curry County

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer
BUILDING

Attached are copies of letters from William L. Dobyns, Jr., Curry County Roadmaster; L. W. Rulien, Assistant Division Engineer; and H. S. Cox, County-City Relations Engineer, all concerning subject request.

Approaches are desired by Curry County at Stations 1155+00, 1190+00, and 1233+00. Mr. Rulien makes certain recommendations covering condition under which Curry County should be given permission to construct these approaches. Mr. DeFrance concurs in these recommendations.

Mr. Cox asks to be notified when a final decision is made so that he can enter into negotiations for agreements with Curry County.

John A. Phillips
John A. Phillips
Assistant Maintenance Engineer

JAP:kmt

Enclosures

cc: H. S. Cox
F. D. Morgan
Geo. C. Baker

ROAD DEPARTMENT
COURT HOUSE
GOLD BEACH, OREGON

September 6th, 1961

R

7F-23-18

F07

Oregon State Highway Department
Division Engineers Office
Roseburg, Oregon

Attention: Mr. Morgan

Dear Sir:

In accordance with our discussion on your recent trip to Curry County when Commissioner Campbell, yourself and I viewed and discussed the proposed county road accesses to the new Coast Highway U. S. 101 along the eastern edge of the Burnt Hill-Brookings section of said highway, please be advised of the following formal requests of the Curry County Court:

#1 An existing approach opposite your centerline station 1155 + 00, in section 10, township 40 south, range 14 west, abutting the property of Dennis E. Eggers. This approach to be developed at a later date at the cost of Curry County.

#2 An existing approach opposite your centerline station 1190 + 00, in section 15, township 40 south, range 14 west, abutting the property of Charles E. Skinner. This approach to be developed as soon as possible for a commercial type county road approach. This approach being the main connection between the old U. S. 101 and the new U. S. 101 through County Road #901, commonly known as Cape Ferillo Road.

#3 An existing approach opposite your centerline station 1233 + 00, in section 15 and 22, township 40 south, range 14 west, abutting the property of U. S. Borax Company. This approach to be developed at a later date at the expense of Curry County.

It is extremely important to Curry County and its programing that these three approaches be given expeditious consideration and notification to Curry County as to their ultimate approval or disapproval at your earliest convenience. The three approaches are needed by Curry County for the development of the Cape Ferillo area which, it is felt by the court, will ultimately be fully developed.

The Curry County Court and myself wish to thank you for your consideration, time and efforts spent with us on the job site in looking these matters over.

Sincerely yours,

CURRY COUNTY ROAD DEPARTMENT

William L. Dobyns

William L. Dobyns Jr., Roadmaster

WLD/mq
cc: Mr. H. S. Cox

RECEIVED
SEP 22 1961
FOR FILING

5908

D Cook

September 21, 1961

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Attention: Mr. Bob Dorman
President

Dear Mr. Dorman:

Your letter of September 19, addressed to Mr. Maison, Auditor, concerning the mailing of the warrant for Estimate No. 3, Contract No. 5908, has been referred to this office.

We will be pleased to forward the warrant for Estimate No. 3 to you in care of the Vancouver Branch of The National Bank of Commerce, Post Office Box 689, Vancouver, Washington.

Unless you advise us otherwise only the one warrant, for Estimate No. 3, will be mailed to the bank.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Vancouver Branch
The National Bank of Commerce
P. O. Box 689
Vancouver, Washington

C. H. Maison (2)

NOTED ON CARD
dc

[redacted]

801 MAIN STREET
OXford 3-5851
Vancouver Branch....POST OFFICE BOX 689, VANCOUVER, WASHINGTON

September 19, 1961

Kin
[illegible] Lloyd
[illegible] the
[illegible]

Oregon State Highway Commission
Accounting Division
Highway Building
Salem, Oregon

Attention: Mr. Mason, Auditor

Gentlemen:

Enclosed is a letter from Dorman Construction Company instructing your Department to mail the proceeds of Contract No. 5908 to the Vancouver Branch, The National Bank of Commerce, P. O. Box 689, Vancouver, Washington.

We would appreciate your cooperation in sending this check to us.

Sincerely yours,

D. Kallstrom

D. Kallstrom
Assistant Vice President
and Manager

DK:DW
Enclosure

DORMAN CONSTRUCTION COMPANY

2818 EAST FIRST STREET • TELEPHONE OX 3-1434 • VANCOUVER, WASHINGTON

September 19, 1961

Oregon State Highway Commission
Accounting Division
Highway Building
Salem, Oregon

Attention: Mr. Mason, Auditor

Gentlemen:

Please use this letter as authority to mail the warrant for Estimate No. 3, Contract No. 5908, for the paving of the Burnt Hill-Brookings Section of the Oregon Coast Highway, directly to the Vancouver Branch, National Bank of Commerce, Vancouver, Washington.

Very truly yours,
DORMAN CONSTRUCTION COMPANY
Bob Dorman
Bob Dorman, President

RECEIVED
JG 14 1961
FOR FILING

EBF-124(17)

5908

August 14, 1961

Mr. Stephen M. Osborn
Route 1, Box 175-B
Brookings, Oregon

Dear Mr. Osborn:

In reply to your letter of August 9, it has come to our attention that due to the strike in the construction industry the "detours" that you refer to had become dusty and rough.

The matter is being corrected in the immediate future, and it is our hope that, with the strike ended, construction in the area can be completed.

I am sending this letter to the person who appears first on the list of signers of your letter and assume that he will notify the other parties.

Thank you for calling this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Forrest Cooper
Tom Edwards

REFERRED TO
State Hwy Engr

REFERRED TO
Cooper

STEPHEN M. OSBORN
RT. 1, BOX 175-B
BROOKINGS, OREGON

Aug.9,1961

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen:

It is our understanding that a contractor who is building, repairing or in any way working on a road wherein he is compelled to build a "detour" for the passage of regular traffic, must adequately maintain said "detour" until such time as the regular road is opened for traffic.

There are two short detours, or side roads, between Brookings city limits and the South Coast Lbr. Co. mill, on "101", that are in very bad shape. Just how long must you wait on the Dorman Co.? It is evident that the present "strike" will carry on for some time and these two spots are becoming really dangerous, due to drivers trying to avoid the holes and ruts.

It is our understanding that your engineers can step in and do the necessary work to bring said detours up to standard safety and charge the expense for same to the delinquent contractor. We ask that you take immediate steps to repair these two spots before an accident occurs.

Yours very truly,

Stephen M. Osborn Rt.1. Box 175-B Brookings.
Jack J. Holmes Rt.1. Box 172 Brookings
Dorothy Elmgren Rt. 1, Box 174 Brookings.
Mrs H. C. Decker Rt-1-Box 173
O. D. Arp. P.O Box 1117

NOTED

RECEIVED
AUG 3 1961
FOR FILING
5908

477 Cottage Street, N.E.
Salem, Oregon

August 1, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

By:

C. G. Polk, Division Engineer
08-35.8-DB Salem, Oregon

D. M. Emrich
Acting Division Engineer

Oregon Project ERF-124(17)
Burnt Hill-Brookings Section
Oregon Coast Highway
Order for State Force Work No. 2
Estimated cost $15,625.00
Federal Participation $9,375.00

Reference is made to your letter dated July 27, 1961 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

NOTED

RECEIVED
AUG 3 1961
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon

July 31, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

By:

C. G. Polk, Division Engineer
08-35.8-DB Salem, Oregon

D. M. Emrich
Acting Division Engineer

Oregon Project EBF-124(17)
Burnt Hill-Brookings Section of the Oregon Coast Highway
Order for State Force Work No. 3
Install Horizontal Drains
Total estimated cost $10,000.00
Federal Funds $6,000.00

Reference is made to your letter dated July 27, 1961 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

NOTED

RECEIVED
JUL 28 1961
FOR FILING

5906

July 27, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 233, covering the installation of horizontal drains on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5906, in connection with Federal Aid Project No. ERF-124(17).

This work is necessary to drain seepage water in slide areas. The contractor is not equipped to do this work. The State has the necessary special equipment and crews to do the work more economically than by special contract. There are no contractors in this area equipped for this type of work.

The total estimated amount of the order is $10,000 with Federal participation of $6,000.

Your approval of this order under the provisions of PPM 21-6.3 on actual cost basis is requested. Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

James A. Hardie
Assistant Office Engineer

DBP:lt
Enc.

RECEIVED
JUL 28 1961

FOR FILING

5908

July 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 224-238, covering seeding and mulching on the Burnt Hill - Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. ERF-124(17).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $15,625.00, with Federal participation of $9,375.00. Approval has been verbally recommended by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP.bm
Enc.

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JUL 24 1961

FOR FILING

COPY

5908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1961

SUBJECT: Daily Road User Costs - Deadman's Pass - Meacham Section - Old Oregon Trail and Burnt Hill - Brookings Section - Oregon Coast Highway.

To: Mr. Tom Edwards
Construction Engineer
OFFICE

In accordance with Mr. Edwin Pease's request, we are transmitting herewith one copy each of the daily road user costs analysis for the Deadman's Pass - Meacham Sec. of the Old Oregon Trail and the Burnt Hill - Brookings Section of the Oregon Coast Highway.

These two analyses are based on time and distance only.

These values were given to Mr. Pease by phone on July 20, 1961.

F. B. Crandall
Traffic Engineer

GLS:dk
Attachments
cc: G. S. Paxson
Forrest Cooper

Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS
Oregon Coast Highway
Burnt Hill - Brookings
7 - 20 - 61

ITEM	ROUTES Existing	 Proposed		
I. DAILY ~~[illegible]~~ VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles......	$ 1,023	440		
b. Light trucks............	$ 21	9		
c. Heavy trucks............	$ 115	45		
d. Busses..................	$ 24	10		
e. Total...................	$ 1,183	504		
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs...	$ 2,306	1,816		
b. Rise and Fall Costs.....	$ ------	-----		
c. Alignment Costs.........	$ ------	-----		
d. Traffic Stop Costs......	$ -----	-----		
e. Accident Costs..........	$ -----	-----		
f. Total...................	$ 2,306	1,816		
TOTAL DAILY ~~[illegible]~~ VEHICLE OPERATION COSTS ($A_e + B_f$).......	$ 3,489	2,320		
II. DAILY ~~[illegible]~~ HIGHWAY COSTS				
a. Capital Costs...........	$ -----	-----		
b. Maintenance Costs.......	$ -----	-----		
c. Operation Costs.........	$ -----	-----		
TOTAL DAILY ~~[illegible]~~ HIGHWAY COSTS..	$ -----	-----		
III. DAILY ~~[illegible]~~ ROAD USER COSTS (I + II).	$ 3,489	2,320		

RECEIVED
JUL 19 1961

FOR FILING

EKF
5908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1961

SUBJECT: Burnt Hill-Brookings Section
Contract No. 5908
Oregon Coast Highway

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Herewith a copy of a letter from Mr. Astrup in which he requests that we construct a parking area at Lone Ranch Creek.

Will you please negotiate with the contractor for having this work done and submit the proper orders for the accomplishment of the same.

By copy of this letter, I am asking Mr. Astrup to have this work staked so that you can determine the difficulty of the same.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

cc Forrest Cooper
Mark H. Astrup

NOTED
FORREST COOPER

RECEIVED
JUL [illegible] 1961
[illegible]
STATE [illegible] ENGINEER

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JUL 17 1961
FOR FILING
EBF-124(17)
5908

July 17, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8 a.m., July 1, 1961, approval was granted for the establishment of a 35-mile-per-hour construction speed zone on a portion of the Burnt Hill–Brookings Section of the Oregon Coast Highway.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on that section of the Oregon Coast Highway, No. 9, between M.P. 353.91 and M.P. 355.91 in Curry County.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me

cc G. S. Paxson
F. B. Crandall

9

RECEIVED
JUL 19 1961
FOR FILING

5908

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing for construction on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

Contractor's percentage will be in accordance with the Special Provisions of this contract.

This work has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 26 1961
FOR FILING

5908

NOTED
W. C. WILLIAMS

CON RSB 203 6-19-61 1 41 PM

F B KLABOE

ANTICIPATED COMPLETION DATES, BURNT HILL-BROOKINGS SECTION, OREGON COAST HIGHWAY:

1. BURNT HILLATHOMAS CREEK, CONTRACT TUTXXX 5758 PETER KIEWIT SONS CO STONE BASE AND AGGREGATE WILL BE READY FOR PAVING CONTRACTOR BY SEPT 1. CONTRACT STILL HAS 48 WORK DAYS.

2. THOMAS CREEK-BROOKINGS SECTION, CONTRACT ~~5908~~ 5656, DORMAN CONST CO, PAVO PAVING, WIL BE PAVED BY AUG 20.
BURNT HILL-
/////////////B/BL//XA//
BURNT HILL-THOMAS CREEK , CONTRACT 590IXXX 5908 WILL BE PAVED BY OCT 15 BXB// OCT 15, 1961.

3. THOMAS CREEK BRIDGE, CONTRACT 5656, BETHELEM STEEL CO, WILL BE READY FOR TRAFFIC ABOUT NOV 15, 1961. THIS WILL MAKE BURNT HILL-BROOKINGS SECTION READY FOR TRAFFIC ABOUT NOV 15, 1961.

PLEASE ACKNOWLEDGE.

MORGAN

BY.. WCW

RECEIVED
JUN 19 1961
FOR FILING

[illegible]

5909

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 19 1961
FOR FILING

5904

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen. It was an anticipated item of this contract and funds are included in the Project Authorization to cover it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

RECEIVED
JUN 19 1961

FOR FILING

[illegible]
5904

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering slope protection on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

It is anticipated that the roadbed areas to be completed will be done with sand borrow material as the most readily available. It will be necessary to protect the slopes against erosion. This is an anticipated item of this contract and funds were included in the Project Authorization to cover it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
JUN 19 1961
FOR FILING

EBF-1 [illegible])

5908

June 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering slide correction on the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5908, in connection with Federal Aid Project No. EBF-124(17).

There are numerous areas where slides and slide correction are required. This was an anticipated item in this contract and funds were included to cover it.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

RECEIVED
JUN 19 1961
FOR FILING
[illegible]
5908

June 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 5, 1961, on Contract No. 5908, Burnt Hill-Brookings Section, in Curry County, in connection with Federal Aid Project No. EBF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RECEIVED
JUN 12 1961
FOR FILING

COMMISSIONERS
[illegible]IVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

E[illegible]-134(4)
5904

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 12, 1961

Dorman Const. Co.,
2818 East 1st St.,
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5908, awarded May 26, 1961, for paving the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAY 31 1961
FOR FILING
EBF-124(17)
5908

408 State Highway Building
Salem, Oregon

May 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project EBF-124(17)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project EBF-124(17), Burnt Hill-Brookings Section (Paving), of the Oregon Coast Highway we hereby concur, as of this date, in award of Contract No., 5908 to Dorman Construction Co., of Vancouver, Washington, low bidder in the amount of $494,603.00 at the May 23, 1961 bid opening.

110-1608 Roseburg Traffic Signals, Wash. St.
Haynes St. Sec. Oakland-Shady Hwy.
#5209 1961

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

5909

To: [illegible]
[illegible] Engineer

[illegible]

SUBJECT: [illegible] Sons' Co.
[illegible] Production
[illegible]
[illegible] Section
[illegible] No. [illegible]

[illegible] or [illegible]

[illegible]

[illegible] company recently [illegible] com- [illegible] Kiewit's [illegible] while it is [illegible] also [illegible] As soon as we hear from Kiewit as to a specific date or dates, we will [illegible] with you further.

Incidentally, we enclose a copy of Kiewit's letter of [illegible] in which they [illegible] the reasons for their denial of our claim for [illegible].

[illegible]
[illegible] Attorney

[illegible]
Attach.
cc: [illegible]
[illegible]
[illegible]

RECEIVED
OCT 20 1961

FOR FILING

5909

October 19, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5909 for traffic signal installation on the Washington-Haynes St. Section (Roseburg) of the Oakland-Shady Secondary Highway in Douglas County was completed by the contractor, Madson & Stokes Electrical Contractors, on September 20, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $3,931.88 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,825.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
York-Madsen Inc.,
1200 High Street
Eugene, Oregon

cc: Madson & Stokes Electrical Contractors
526 SE Lane
Roseburg
Oregon

RECEIVED
SEP 26 1961

5909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1961

SUBJECT: Roseburg Traffic Signals Installation
Contract No. 5909

To:

Mr. D. B. Parkes
Contracts Payment

OFFICE

Madson & Stokes completed work on the Roseburg Traffic Signals Installation Project on Washington Avenue-Haynes Street in Douglas County, Contract 5909, on September 20, 1961. Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

dl

CC: Mr. Floyd Query

NOTED ON CARD
Lc

RECEIVED
JUN 23 1961

FORM E-30 50M 3-61 94397

FOR FILING

5909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Madson & Stokes started work on the Roseburg (Washington-Haynes Street) Traffic Signal Installation Project on the Oakland-Shady Highway in Douglas County, Contract #5909 (State Project), on June 22, 1961.

Ivan D. Merchant
Bridge Engineer

mk

cc: Floyd Query

NOTED ON CARD
dc

RECEIVED
JUN 27 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]
5909

June 26, 1961

Madson & Stokes Electrical Contractors
526 SE Lane
Roseburg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5909, awarded May 26, 1961, for the Roseburg traffic signals on the Washington-Haynes St. Section of the Oakland-Shady Secondary Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAY 12 1961
FOR FILING

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 11, 1961

Trowbridge Electric Company
22 SE Jackson
Roseburg, Oregon

Attention: Mr. Ray O. Sims

Gentlemen:

This will acknowledge your letter of May 9, last, with regard to traffic signal job No. 7256-B in Roseburg, scheduled for bid opening on May 23. You recommend certain minor additional specification provisions for inclusion in the specifications.

In regard to Item 1, as contained in your letter, having to do with cold cathode lamps and existing overhead illuminated signs that are burned out -- replacement of these units is considered a maintenance function and a City responsibility.

In Item 2, you call attention to the last sentence in Paragraph 3, "Existing Traffic Signal Equipment", on Page 22 of the specification provisions which reads "Be plugged by the controller in a manner satisfactory to the engineer". You are correct. The word "controller" should be "contractor".

Item 3, regarding the need for replacement of the existing meter base and service entrance at the Oak Street-Stephens Street signal due to deterioration is a matter which I believe can best be handled through extra work order.

We do appreciate and thank you for bringing these matters to our attention.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

by

F. B. Crandell
Traffic Engineer

FBC:njc
cc John Warburton
Ivan Merchant
bc: G. S. Paxson

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 6 1961
FORM E-90X 50M 2-60 26119
FOR FILING
110-16

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1961

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Oakland-Shady Highway - Roseburg

To:

L. I. Lindas
Chief Counsel
OFFICE

As a part of the establishment of the Stephens-Pine Couplet on the Oakland-Shady Highway in the city of Roseburg, it is planned to inseall certain traffic signals and revise certain other traffic signals. Will you please prepare the necessary State-City Agreement.

It is believed that the following points should be included in the agreement:

1. The highway involved is the Oakland-Shady Hwy. (ORE235) which in this section of Roseburg, will be routed over a one-way couplet with Stephens Street carrying northbound and Pine Street carrying southbound traffic.

2. The work to be done is as follows:

   a. Install fixed time traffic signals at the following intersections:

      Pine Street at Oak Avenue
      Pine Street at Lane Avenue
      Pine Street at Floed Avenue

   b. Revise the existing traffic signals at the following intersections:

      Stephens Street at Washington Avenue
      Stephens Street at Oak Avenue
      Stephens Street at Cass Avenue
      Stephens Street at Lane Avenue
      Stephens Street at Haines Avenue

   In addition, all of the signalized intersections listed above will be interconnected into a co-ordinated traffic signal system.

3. The installation is estimated to cost $21,000.

4. The State shall make the installation and in the first instance, pay all costs thereof. The final cost shall be shared equally by the City and the State.

5. The City shall maintain the signals after installation and pay for all electrical energy consumed. The City shall make no changes in the timing program established by the State without prior approval in writing from the State.

6. The City, when returning the signed agreements, shall submit its check for one-half the estimated cost of the installation.

7. The City shall enact a resolution or ordinance prohibiting parking as follows:

   a. Both sides of Oak Street from the west property line of Pine Street to a point 100 feet west thereof.

   b. North side of Floed Street from the east property line of Pine Street to a point 100 feet east thereof.

   c. North side of Haines Street from the east property line of Stephens Street to a point 100 feet east thereof.

8. The City shall do any necessary tree trimming required for the visibility of the traffic signals or to allow proper span clearance.

9. It is agreed between the two parties to this agreement that at such time as the material installed under this contract is in need of replacement, the cost of such replacement shall be shared on the same basis as that of the original installation.

The plans for this installation are being prepared and will be submitted to you for inclusion in the agreement. If after preparation you will submit the agreements to this office, we will check them and care for further processing.

F. B. Crandall
Traffic Engineer

VPJ:pk
cc: G. S. Paxson
C. G. Swenson

RECEIVED
APR 4 1961
OFFICE OF
STATE HIGHWAY ENGINEER

12-8322 Long Creek-Beech Creek Summit Rock
Prod. Proj.,vicinity of Long Creek.
#5910 1961

RECEIVED
1962
FOR FILING

January 2, 1962

Long Creek-Beech Creek
Contract No. 5910

FINAL COST ANALYSIS
Rock Production
Contractor: Arthur Simonsen
Resident Engineer: Phil Preston

Pendleton-John Day and
Kimberly-Long Creek Highways

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Mat'l in Stockpile	5,235.20	Cu.Yd.	3.45	2.95	15,466.08	18,061.44
1/4"-#10 Mat'l in Stockpile	6,626.60	Cu.Yd.	3.45	2.95	19,576.62	22,861.77
#10-0 Screen Rejects	3,204	Cu.Yd.	0.25	0.21	686.29	801.00
Haul Adj. Favor of State	5,891.10	Yd.Mi.	0.10			-589.11
					$35,728.99	$41,135.10

Gross Revenue	$ 41,135.10
Total Cost	35,728.99
Net Profit	$ 5,406.11

Net Profit equals 13.14% of Gross Revenue

NOTED
FORREST COOPER

DETAIL OF COST - Contract No. 5910

Labor:		
Labor (All)	$ 9,570.57	
Labor Insurance	907.33	
Travel Pay	152.64	$ 10,847.85
Equipment:		
Equipment Rental, Owned	15,599.19	
Gas and Oil	2,649.63	18,248.82
Miscellaneous Expenses:		
Bond	237.66	
Explosives	1,639.82	
Home Office and General Overhead	1,645.40	
P.L. and P.D. Insurance	580.00	
P.U.C. License	188.97	
Small Tools and Miscellaneous Expenses	561.17	4,853.02
Hired Contractors:		
Draper (Blasting)	1,779.30	1,779.30
TOTAL COST		$ 35,728.99

CRUSHING BREAKDOWN - Contract No. 5910

Item	Quantity	Unit	Total Cost	Unit Cost
Crushed Material in Stockpile:				
Drill and Shoot	11,861.80	Cu. Yd.	3,758.01	0.317
Feed Crusher	11,861.80	Cu. Yd.	8,011.52	0.675
Crushing	11,861.80	Cu. Yd.	14,178.16	1.195
Hauling	11,861.80	Cu. Yd.	6,132.39	0.517
Piling	11,861.80	Cu. Yd.	2,962.62	0.250
TOTAL	11,861.80	Cu. Yd.	35,042.70	2.954
*Screen Rejects:				
Haul and Pile	3,204	Cu. Yd.	686.29	0.214

* Only costs above normal operation are charged to Screen Rejects in this summary.

Remarks - Contract No. 5910

This was a "State Project" for the crushing of aggregates to be stockpiled for maintenance use on the Kimberly-Long Creek and Pendleton-John Day Highways in Grant County.

Bid opening for this project was May 23, 1961 with the awarding of contract May 26, 1961. The contractor moved in drilling equipment and began drilling the quarry July 5, 1961 and finished July 24, 1961 then shut down due to strike conditions.

Draper drilled and shot the quarry and did a very good job; good breakage and no scatter of material.

The contractor utilized the time from July 24th to August 13, 1961 to repair and set up his plant, having it ready and waiting to begin operations August 13th. Crushing operations were completed and second notification sent in September 25, 1961, formally accepted October 20, 1961.

By price agreement the 3/4"-1/2" material was deleted and additional 1/2"-1/4" and 1/4"-#10 was produced. The price was adjusted to $3.45 per cubic yard for all 1/2"-1/4" material. Screen rejects were purchased in pile for $0.25.

The material in the quarry was good rock but dusts quite heavily during crushing. The contractor attempted to run sprinklers on the crusher to hold down the dust but was forced to discontinue the practice due to heavy balling. A light rain forced them to shut down one afternoon for the same reason. Crushing operations in this quarry during the wet season would be impractical.

The smooth operation and sound pricing resulted in a good profit of 13.14% on the gross revenue.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
NOV 13 1961
FOR FILING

5910

November 10, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5910 for the Long Creek-Beech Creek Summit Rock Production Project on the Kimberly-Long Creek Highway and the Pendleton-John Day Highway in Grant County was completed by the contractor, Arthur Simonsen & Co., on September 25, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $1,439.59 will be released to the contractor on or after November 17, 1961. The total contract amount is $41,135.10, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
3005 3rd Street
Baker
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 29, 1961

Section Long Creek-Beech Creek Summit

Kind of work Rock Production

Highway Kimberly-Long Cr. & Pendleton-John Day County Grant

Section prefix 12-8322-900

Contractor Arthur Simonsen & Co.

Contract number 5910

Date of contract May 26, 1961

Specified work days 60

Date work started July 5, 1961

Work days used 56

Project authorization $ 44,561.25

Exclusive of engineering $ 41,392.45

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering $ 41,135.10

Estimated per cent [redacted] or underrun 0.6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 3,168.80

Engineering cost to date $ 3,168.80, 100 %

Date project was completed September 25, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished crushing Friday night. The ¼-10 pile was shaped Monday and re-measured. Second notification sent as of September 25th.

The site has been cleaned up and all equipment removed as of Sept. 29th.

NOTED
JOHN R. OAKES

Signed Phil Porton

Address Box 316, Dayville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			16		
Miles partially completed			16		
Miles completed			16		
Total estimated quantities (contract)			12,100		
Total quantities corrected to date			11,862		
Estimated quantities moved or placed to date			11,862		
Average daily quantities			500		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Men	3
Supervision	1
Men and trucks under 3 tons	5
Men and trucks over 3 tons	0
Men and tractors	

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1 part time, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUN 27 1961
FOR FILING

12-[illegible]
5910

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Arthur Simonsen & Co.,
3005 3rd Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5910, awarded May 26, 1961, for the Long Creek-Beech Creek Summit Rock Production Project on the Pendleton-John Day and Kimberly-Long Creek Highways in Grant County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

312-1708 Canyon Creek Bridge, S.W. 4th Ave.
John Day
#5911 1961

7-18-62

62-45

62-49

60-49

John Day

S.W. 4th St- Bridge over Canyon Creek

9-15-60

C 433

62-45

John Day

4th St Bridge as Constructed

7-13-62

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2-23-62	CC 741		312-1708-295

NOTED
[illegible] C. Ayers

INVOICE NUMBER 73394

City of John Day
John Day, Oregon
Attn: Mr. Francis Cole, City Recorder

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
City share of cost of bridge across Canyon Creek on S.W. Fourth Street. Covered by agreement dtd April 11, 1961. Total costs as per attached statement Total cost $20,082.78 Agreed State Share 20,000.00 Agreed City Share			$82.78

NOTED
R. H. PRANGE

RECEIVED
[illegible] 26 1962
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGE [illegible] RECEIPT
Cash Re[illegible] ____________
By ____________

A 150 (REVISED 7-60)

ORECON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COST 2-23-62

SPECIAL CITY ALLOTMENT PROJECT
CITY OF JOHN DAY
CONTRACT NO. 59[illegible]

PAYMENTS TO CONTRACTOR:

	Item	Quantity	@	Total
1.	Remove old bridge	all	$ 200.00	$ 200.00
2.	Shoring and cribbing	all	2,500.00	2,500.00
3.	Structural excavation	302 cu yds	6.00	1,812.00
4.	Structural excavation below elevation shown	none	--	--
5.	Class A concrete	all	7,950.00	7,950.00
6.	Metal reinforcement	all	3,430.00	3,430.00
7.	Metal parapet railing	48 lin ft	13.00	624.00
605	Extra concrete	.75 cu yds	75.00	56.25
606	Extra metal reinforcement	99.93 lbs.	0.14	13.99

Subtotal, Contract Items	$16,586.24
Engineering & Contingencies	2,511.16
Survey	985.38
TOTAL COST	$20,082.78
Agreed State Share	20,000.00
Agreed City Share All Cost in excess of $20,000.00	82.78
No Advance Deposit	
DUE FROM CITY	$ 82.78

HCA:eb
2/23/62

RECEIVED
OV 28 1961
FOR FILING

[illegible]

5911

November 28, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 5911, for bridge construction on the Canyon Creek Bridge (John Day) Section of S. W. 4th Avenue in Grant County, was completed by the contractor, Lundmark Brothers, on October 10, 1961 and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $1,568.04 will be released to the contractor on or after December 5, 1961. The total contract amount is $16,586.24, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Lundmark Brothers
Colton, Oregon

RECEIVED
1 26 1961

FOR FILING
5911

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1961

SUBJECT:

To: Mr. Ivan Merchant
Bridge Engineer

Office

Attached is a copy of a letter which was received by Mr. Lindas.

The letter concerns the Canyon Creek Bridge Project, Contract No. 5911, in Grant County.

Would you please investigate the allegations contained in this letter, so that Mr. Lindas will be apprised of the facts in the event a law suit is the end product of the claim.

L. I. Lindas
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

DHM:sg
Attachment

cc Mr. L. I. Lindas
Mr. G. S. Paxson ✓

RECEIVED
1961
[illegible] HIGHWAY ENGINEER

Canyon Creek Bridge
[illegible]

ROY KILPATRICK
Lawyer
Canyon City, Oregon
Telephone [illegible]

11 October 1961

Contract # 5911

Lundmark Bros.
Contractors
Colton, Oregon

Gentlemen:

I represent Chas. and Cecilia Lewis who own a piece of property fronting on Canyon Creek in the City of John Day just north of where you built the bridge in the road leading to the John Day Airport.

In the construction of the bridge you went upon this land and occupied it completely during the entire period of construction. Not content with this, you knocked down the trees, took away the dirt that the Lewises had piled there and removed about one foot of the surface of the entire lot.

I have advised the Lewises that they have an action for rent, and perhaps more important, an action for trespass to the land carrying with it double damages for injuries to the land and triple damages for the wanton removal of the trees.

Purely as an offer of compromise the Lewises will at this time accept $500. in full payment. I am enclosing a copy of this letter for your bonding company.

Very truly yours,

ROY KILPATRICK

RK/kjs

cc: Oregon State Highway Commission ✓
City of John Day

Legal & R/W

RECEIVED
OCT 13 1961
RIGHT OF WAY

RECEIVED
OCT 12 1961
FOR FILING

5911

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1961

SUBJECT:

To:

Mr. D. B. Parkes
Contract Payments
OFFICE

Lundmark Brothers completed work on Canyon Creek Bridge Project on S. W. 4th Avenue in Grant County, Contract No. 5911, on October 10, 1961. Will you please secure authority from the commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

dl

cc: Mr. Floyd Query

NOTED ON CARD
dc

NOTED
FLOYD QUERY

RECEIVED
JUL 18 1961
FOR FILING

5911

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Lundmark Brothers started work on the Canyon Creek Bridge Project on S. W. 4th Avenue in the City of John Day, in Grant County, Contract #5911 (State Project), on July 12, 1961.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JUN 22 1961
FOR FILING

5911

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 22, 1961

Lundmark Brothers
Colton
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5911, awarded May 26, 1961, for construction of the Canyon Creek Bridge on SW 4th Avenue in John Day, Grants County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

MEMO TO FILES
4/27/61

RE: Special City Allotment Project
Canyon Creek Bridge
City of John Day

I called Francis Cole, City Recorder of John Day, re required roadwork on the subject project. I indicated to him that this roadwork would involve only about 100 cubic yards of excavation and 50 cubic yards of stone base materials and told him it would be preferable if the City would make arrangements to have this work done themselves rather than including them in the contract. This he said the City would do, so the contract should include the construction of the new structure including, of course, structural excavation and removal of the old bridge.

C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: R. L. Porter, attention Bill Sample
Ivan Merchant, " Del De Sart

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
4/20/61

Mr. Ivan Merchant
Bridge Engineer
OFFICE

Canyon Creek Bridge
SW 4th Avenue
City of John Day

Attached is a print of preliminary sketch 8960-A of the subject bridge bearing the approval of the City of John Day. Also attached is a copy of a letter setting forth their plans for a detour.

C. G. Swenson
County & City Relations Engineer

By

H. C. Ayers
Field Engineer

CGS:[illegible]
Att.

HERMAN OLIVER, MAYOR
ORVAL D. YOKOM, ATTORNEY
FRANCIS COLE, RECORDER
EDMUND T. WAY, TREASURER

- LUMBERING
- RANCHING
- HUNTING
- FISHING
- MINING
- HISTORIC WONDERS

City of John Day
JOHN DAY, OREGON
THE BIGGEST LITTLE CITY IN OREGON

- COUNCILMEN

P. J. RUTTER
SEWER COMMISSIONER
ELTON SAUNDERS
STREETS-SIDEWALK COMMISSIONER
T. W. 'BILL' SMITH
PARK-SWIMMING POOL COMMISSIONER
JAMES MAGEE
WATER COMMISSIONER
J. CARL DRISKILL
POLICE COMMISSIONER
GENE SHARP
FINANCE-LIGHTING COMMISSIONER

April 13, 1961

Mr. H. C. Ayers
City and County Relations
State Highway Department
Salem, Oregon

Dear Mr. Ayers:

Reference is made to your telephone conversation with Francis Cole, City Recorder, John Day. Mr. Cole indicated to this writer that you were interested in what provisions we plan to make for traffic when construction of the bridge across Canyon Creek at Fourth Street is started.

It is our plan to install a short piece of 48" or 60" culvert pipe in Canyon Creek and approximately 20 feet south or up stream from the existing structure and a back-fill with available material.

Very truly yours,

Orval D. Yokom
City Attorney

ODY/ca

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APR 14 1961
ENGINEER
COUNTY & CITY RELATIONS

ORVAL D. YOKOM
J. R. CAMPBELL

LAW OFFICES
YOKOM AND CAMPBELL
OGILVIE BUILDING
JOHN DAY, OREGON

PHONE 95

April 13, 1961

C. G. Swenson
State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Swenson:

In accordance with your letter of April 5th we enclose herewith a signed copy of the agreement between the Highway Commission and the City of John Day for the construction of a bridge across Canyon Creek at Southwest 4th Avenue, together with three copies of the resolution of authorization and a letter to Mr. Ayers concerning the city's intention to take care of traffic while the bridge is under construction.

We trust you will find these all in order and we are sorry that we were unable to complete this matter so that the same could reach you prior to April 12th.

Very truly yours,

YOKOM & CAMPBELL

By: Orval D. Yokom
Orval D. Yokom

ODY/ca

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APR 14 1961
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30X—50M—2-59—18180

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3, 1961

SUBJECT: Canyon Creek Bridge
Grant County

To: Mr. A. F. Parson
Division Engineer
Division No. 5

RECEIVED
MAR - 6 1961
ENGINEER
COUNTY & CITY RELATIONS

Attention Mr. H. S. Coulter

Mr. Roy Edgerton has referred to me your letter of February 9, 1961, concerning a crossing of Canyon Creek in the city of John Day.

Using the drainage basin characteristics and the U.S. Geological Survey flood frequency data for this region, I would predict the following discharges on Canyon Creek in John Day:

Mean Annual Flood	700 cfs
10-year flood	1,090 cfs
25-year flood	1,300 cfs
50-year flood	1,440 cfs

The history of the operation of the culvert under the airport, which I measured as 84" CMP, would tend to bear out these estimates.

The culvert under the airport is capable of operating with headwater depth of 11.5 ft. because of dikes along the sides of the channel. Even these dikes did not contain all the flow on several occasions. At the sites of the city crossings of the creek at S. W. 2nd Avenue and S.W. 4th Avenue the vertical distance from the channel to the pavement of S.W. Brent Street is 8.0 ft. and 10.9 ft., respectively. Therefore, the same pipe in these locations would not have as much capacity and could be expected to flood the adjacent property quite frequently.

I would suggest that the City consider using at least a 25-year flood for design. As for the structure, I would prefer a single opening from the standpoint of debris. If a concrete box culvert were used, it would almost have to be a double box, so the center wall should be extended upstream on a 2:1 slope as a debris aligner. My recommendations in the order of preference are:

1. Bridge - 150 sq. ft. opening at 6-ft. depth.
2. Double 10' x 8' box culvert
3. 20'-7" x 13'-2" Arch type multiplate pipe.

John C. Jenkins
Asst. Research Engineer

JCJ:ms
cc Mr. Harold Ayers

250,000 '61

John Day

Proposed Project

Bridge across Canyon Creek on S.W. 4th Avenue

$18,000

This bridge, City says, was weakened by heavy construction trucks hauling to new Airport. Street leads to new housing area and Forestry Shops & Offices

Should recommend

FORM 2-30 50M 2-60 36119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1960

SUBJECT: John Day: SW 4th Avenue Bridge over Canyon Creek

To:

Mr. C. G. Swenson
County & City Relations Engineer
OFFICE

Attention: Mr. H.C. Ayers
Field Engineer

RECEIVED
SEP 27 1960
ENGINEER
COUNTY & CITY RELATIONS

Your letter of September 21 requests an estimate of cost for a new bridge across Canyon Creek on S. W. 4th Avenue in John Day.

The present structure is across Canyon Creek which at this point has a 26' bottom width and is approximately 8' from deck to stream bed. On this basis and using 1½:1 slopes, a 50' long bridge has been assumed. The bridge also would have a 24' roadway, and a 3'6" sidewalk one side only.

Our estimate of cost for this structure is $14,500.

Ivan D Merchant
Ivan D. Merchant
Bridge Engineer

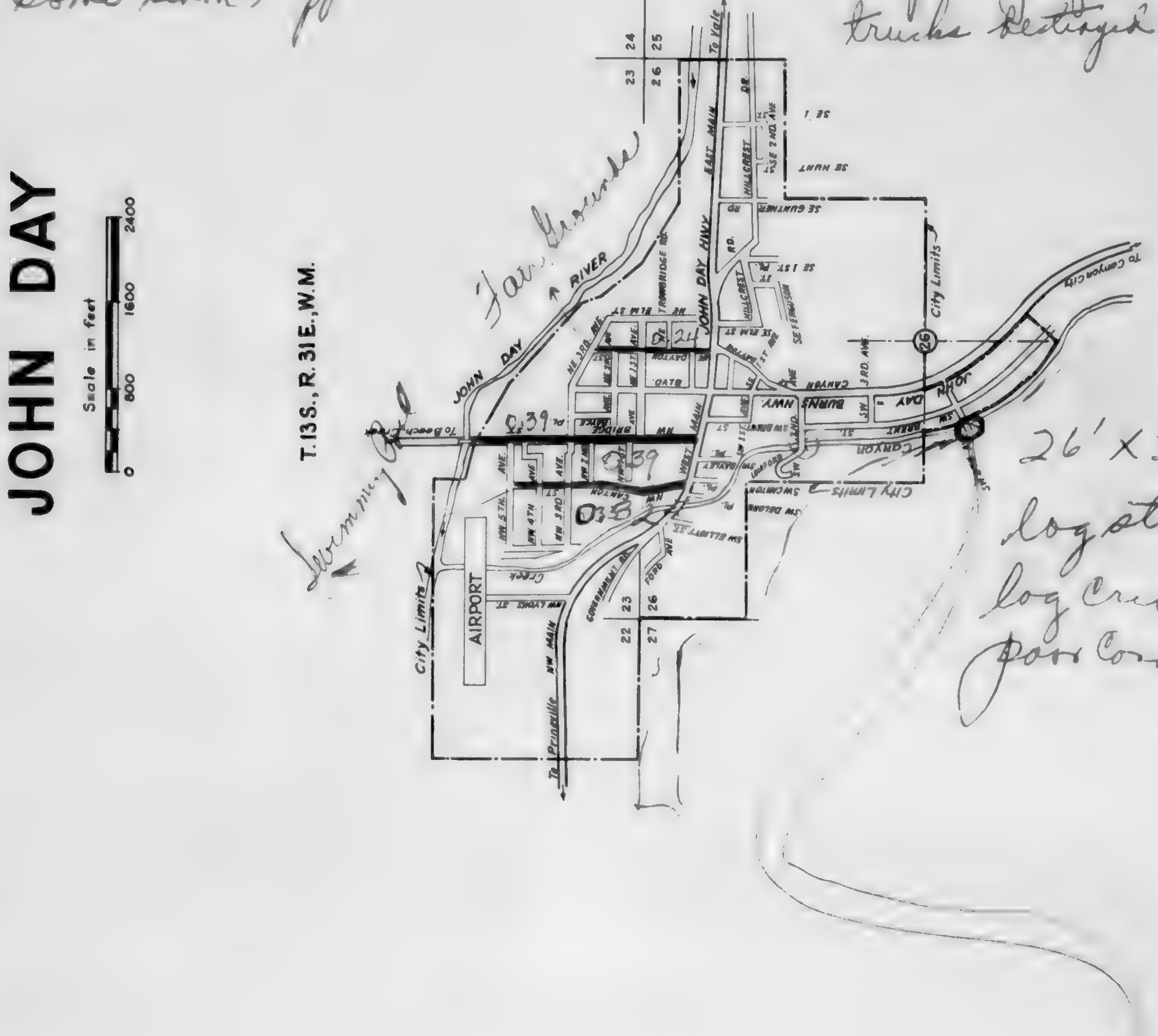
IDM/mm

Elton Saunders

Rev. 4-19-56
3-8-49

Leads to new airport
new housing area
& some school traffic

Now want bridge over
Canyon Creek on S.W. 4th
leading to new State air
strip. say good
trucks destroyed bridge



26' x 24
log stringer
log crib
poor condition

State air strip

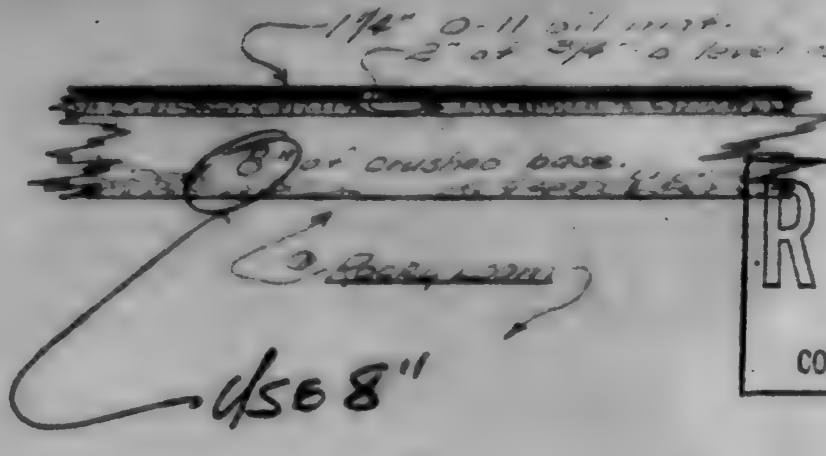
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Intermittent Intermittent

Section S.W. 2nd St. John Day [illegible] Br. Highway City of John Day County Grant Profile 32-1477

Res. Engr. L. A. Weger Approx Length of Project .205 Miles. Sta. ______ to Sta. ______ Date 12-29-60

Frost Penetration – 30"± **TYPICAL SECTIONS** Traffic [illegible] - Light



Base Soil

34 LL
– PI
26 % -200
48 % Gravel
26 % Sand
19 % Silt
7 % Clay
25 "R" Value

12-29-60

RECEIVED
JAN 17 1961
ENGINEER
COUNTY & CITY RELATIONS

*Note:
~~Surfacing thickness [illegible]~~
~~[illegible]~~

Base course furnished at [illegible] by H.S. Ayers, County-City [illegible] to [illegible] ample subgrade width.

Required Base & Surf.		Designed Base & Surf.	
Crushed	Not Crushed	Exist. Surf. Alloc.	New Work
			3 3 5
9½			11.4

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engr.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by G. F. Decker
Staff Assistant
Soils Engineer

Recommended by ______
Construction Engineer

Recommended by G. W. Harra
Engineer of Materials

Approved by
Deputy State Highway Engineer

NOTED
Harold C. Ayers

NOTED
V. R. JON

NOTED
C. G. [illegible]

LOCATION PROSPECTUS
CANYON CREEK BRIDGE SECTION
S.W. FOURTH STREET, JOHN DAY
GRANT COUNTY

11-21-60

The following prospectus is submitted concerning the above-mentioned bridge on S.W. Fourth Street in the City of John Day. The overall length of the project is 0.05 mile.

This will be a location survey to prepare plans, specifications, and estimates for a new structure across Canyon Creek on existing alignment. The present bridge has been heavily damaged due to hauling materials to new airport and housing areas.

The typical section will consist of a 24-foot traveled way. The structure will have a 24-foot horizontal clearance with a 3-foot, 6-inch sidewalk on one side. The tentative base design by G. L. Decker will have a total depth of 15 inches.

Final agreement with the City will be necessary.

November 21, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

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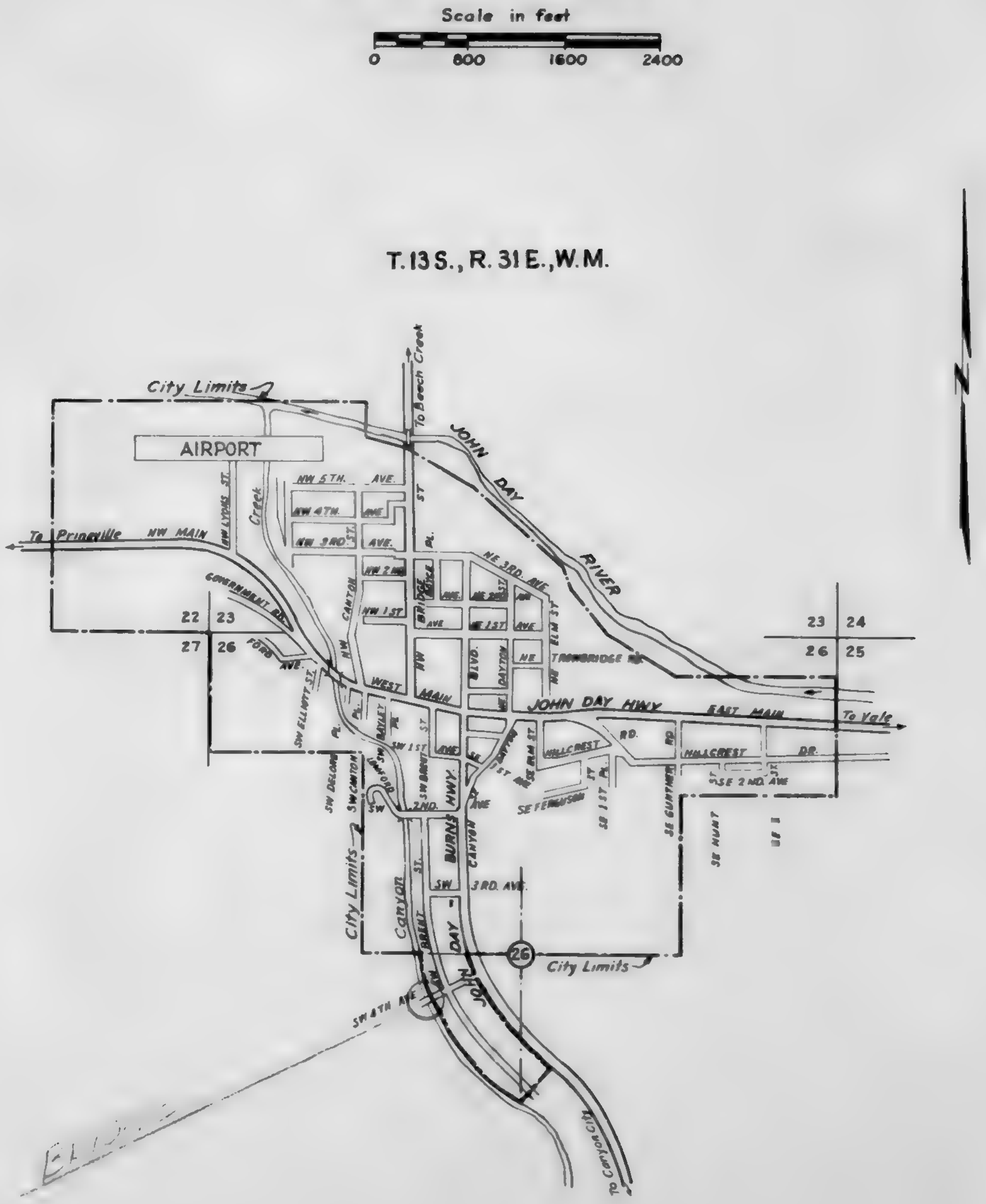
NOV 23 1960
ENGINEER
COUNTY & CITY RELATIONS

JOHN DAY



T. 13 S., R. 31 E., W.M.

Rev 4-19-56
9-8-49

4-12-60

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of ✓ John Day is an incorporated city of the State of Oregon, and has a population of 1685, as given by the latest official census, and

WHEREAS, the following streets of said city, ________

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[illegible] 21 1960
[illegible]

Form cc-50 (1953 Rev.)
Special City Allotment

Bridge to Airport

Dayton Street to Fairgrounds

Canton Street to Fifth Steet.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Bridge to Airport

Dayton Street to Fairgrounds

Canton Street to 5th Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of ✓ John Day does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate x Elton Saunders as the official representative of the city in all negotiations resulting from this request.

Passed and approved this x 12th day of x April, 1960.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

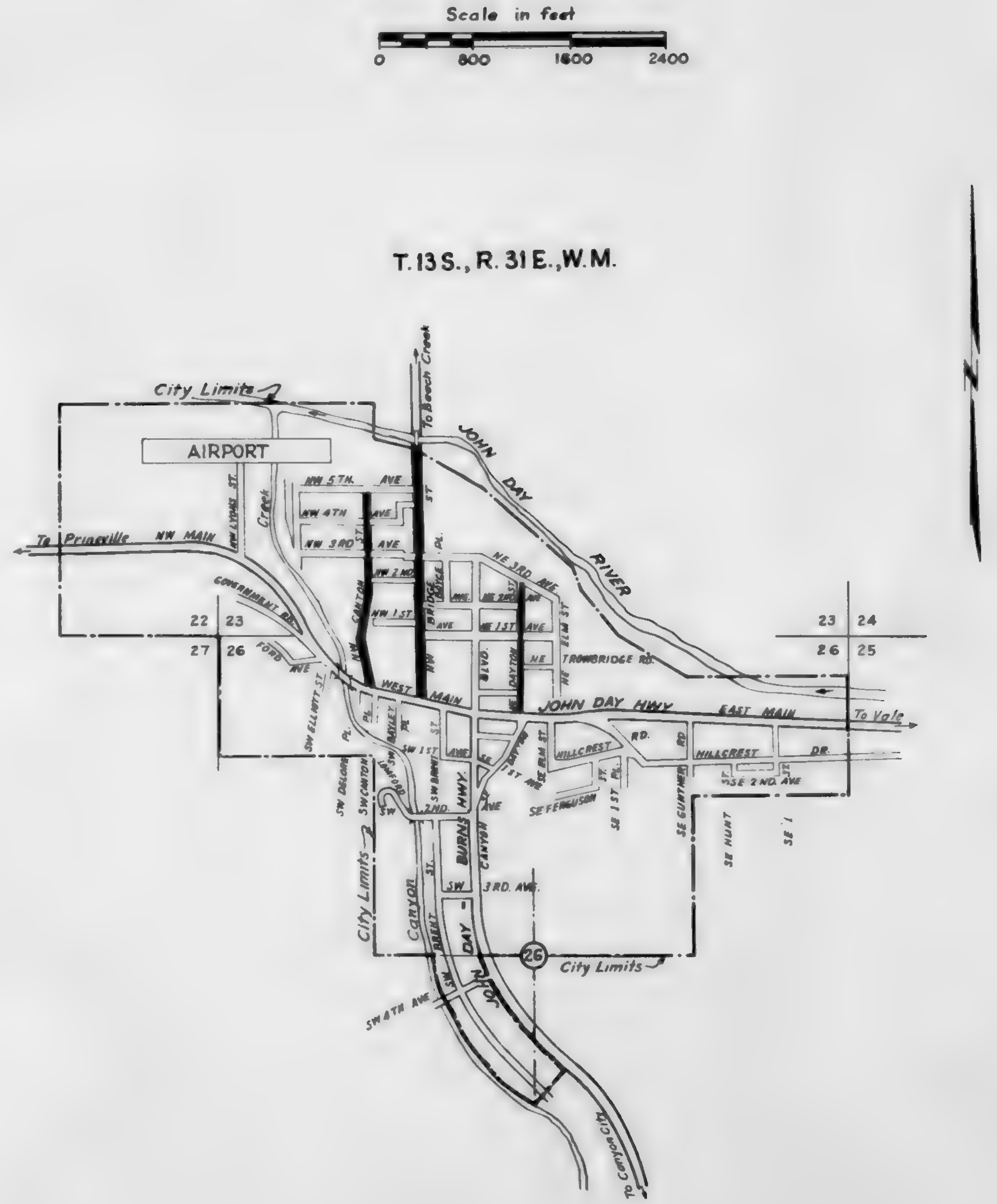
- - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of x John Day at a regular ~~or special meeting~~ of said Council, held on the 12th day of April, 1960, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 20th day of June, 1960.

Francis Cole
City Recorder

JOHN DAY



Rev 4-19-56
9-8-49

13-4211 Ochoco, Redmond-Bend, Lakeview-
Burns & Fremont Hwys.

45912 1961

RECEIVED
B 6 1962

FOR FILING

4 State Highways
Contract No. 5912

January 25, 1962

FINAL COST ANALYSIS
Division IV Oiling
Contractor: Babler Brothers, Inc.
Resident Engineer: R.H. Clark

Harney, Klamath, Douglas,
and Crook Counties

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furnish & Place Aggregate	2,460	Cu.Yd.	4.25	3.44	8,464.00	10,455.00
Haul & Place Aggregate	7,902	Cu.Yd.	2.35	1.90	15,006.70	18,569.70
Asphalt in Oil Mat	1,217.10	Ton	45.50	43.85	53,365.11	55,378.05
EW Flagging					937.41	642.01
					$77,773.22	$85,044.76

Gross Revenue	$ 85,044.76
Total Cost	77,773.22
Net Profit	$ 7,271.54

Net Profit equals 8.55% of Gross Revenue

NOTED
FORREST COOPER

DETAIL OF COSTS - Contract No. 5912

Labor:		
Labor (All)	$ 4,602.88	
Labor Insurance	361.14	
Welfare and Pension	259.80	$ 5,223.82
Materials:		
200-300 Asphalt	27,504.55	
Aggregates	4,674.00	32,178.55
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	5,040.45	
Equipment Rental, Hired with Operator	2,521.74	
Gas and Oil	1,079.21	
Bond	267.72	
Freight and Postage	4.40	
Home Office and General Overhead	2,902.44	
P.L. and P.D. Insurance	65.82	
Move In	1,163.00	
Miscellaneous Supplies	330.20	13,374.98
Sub or Hired Contractors:		
J.C. Compton Company	26,995.87	26,995.87
TOTAL COST		$ 77,773.22

Remarks - Contract No. 5912

This wasa "State Project" for the 0-7 oiling of four units of highways, consisting of Unit "A", a 9.65 mile section of the Ochoco Highway between Redmond and Prineville in Crook County; Unit "B", a 10.65 mile section of the old Bend to Redmond Highway in Deschutes County; Unit "C", a 12.00 mile section of the Lakeview-Burns Highway northerly of Wagontire in Harney County; and Unit "D", a 11.34 mile section of the Fremont Highway southeasterly of Lapine in Klamath County.

Aggregates were furnished and placed by the contractor on Unit "B". The State furnished aggregates on the other units, hauling and placing only being done by the contractor.

J.C. Compton Company performed the work on Unit "C" by sub-contract. They had just finished a job and their equipment was in the area thus eliminating move-in costs.

Unit "C" was placed from June 5th to June 8, 1961; Unit "B", June 5th to June 8, 1961; Unit "A", June 9th to June 12, 1961; Unit "D", June 21st to June 23, 1961. State forces finished the shoulder work and patching on Unit "D" June 20, 1961 just ahead of the 0-7 processing.

Work progressed well on all units and a fair profit of 8.55% on the gross revenue was realized.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
AUG 8 1961
FOR FILING

5912

August 7, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5912 for oiling 4 highways in Division 4, Harney-Klamath-Deschutes-Crook Counties, was completed by the contractor, Babler Bros. Inc., on June 23, 1961, and was formally accepted by the Highway Commission on June 27, 1961.

Final payment in the amount of $2,532.08 will be released to the contractor on or after August 14, 1961. The total contract amount is $85,044.76, of which amount $642.01 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

RECEIVED
JUL 31 1961
FOR FILING
13-4311

5912

C
O
P
Y

July 28, 1961

General Insurance Company of America
Portland Service Office
Lincoln Building
Portland 4, Oregon

Attention: Mr. R. N. Mahle

See " [illegible]

Dear Mr. Mahle:

We have received your letter of July 26 which confirms our telephone conversation of July 26, 1961 regarding the two semi-final payments on Babler Bros., Inc. contracts 5899 and 5912.

Our Accounting Division informs us that the two warrants were mailed on July 26 to Babler Bros. Inc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CHW:mg
cc: C. H. Maison
Babler Bros. Inc.

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 8, 1961

Section Division IV oiling
Highway 4 Highways County Harney, Klamath, Deschutes & Crook
Contractor Babler Brothers, Inc.
Date of contract May 26, 1961
Date work started June 5, 1961
Project authorization $ 128,244.66
Exclusive of engineering $ 119,125.04

Kind of work Oiling
Section prefix 13-4211
Contract number 5912
Specified work days 60
Work days used 15
Per cent of time elapsed 25 %

Estimated cost of completed project, exclusive of engineering $ 105,531.30 ~~119,125.04~~
~~Estimated~~ per cent ~~overrun or~~ underrun 11.41 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 9,119.62
Engineering cost to date $ 4,000.00, 43.86 %
Date project was completed June 23, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		None	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Sub Contractor, J. C. Compton, Co. started June 5 & finished June 8 Unit "C", Lakeview-Burns Highway.

Contractor, Babler Brothers, Inc., Unit "B", Redmond-Bend Highway June 5-8; Unit "A", Ochoco Highway June 9-12; Unit "D", Fremont Highway, June 21-23.

The Semi-final Estimate has been submitted to the Division office.

Final Report.

CONSTRUCTION DIVISION
RECEIVED
JUL 10 1961

Noted
M. N. Juve

NOTED

NOTED
C. E. PAULSEN

NOTED

Signed R. H. Clark
Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				43.64	
Miles partially completed					
Miles completed				43.64	
Total estimated quantities (contract)				1,240 Ton 11,775 c.y.	
Total quantities corrected to date				1,217 10,370	
Estimated quantities moved or placed to date				Same	
Average daily quantities				1,296	
Average daily quantities necessary to complete project on time				Compl.	
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 12 1961
FOR FILING

[illegible]

5912

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 12, 1961

Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5912, awarded May 26, 1961, for oiling Division 4 on 4 highways in Harney-Klamath-Deschutes-Crook Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

315-1714 Central Point (Pine St.)

#5213 1961

Sp. State Tax St. Fund # 6

RECEIVED
OCT 20 1961
FOR FILING

5913

October 19, 1961

Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

15
Gentlemen:

State Highway contract #5913 for grading-paving Pine Street in Central Point, Jackson County, was completed by the contractor, M. C. Lininger & Sons, on September 13, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $544.09 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,778.20, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Maryland Casualty Co.,
Baltimore 3
Maryland

cc: M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Form E-1—(Rev.)—

315-1714

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 23, 1961 19

Section Central Point (Pine St.)

Highway City Street County Jackson

Contractor M. C. Lininger & Sons

Date of contract May 26, 1961

Date work started August 15, 1961

Project authorization $ 17,530.88

Exclusive of engineering $ 16,284.24

Kind of work Grading & Paving

Section prefix 315-1714

Contract number 5913

Specified work days 55

Work days used 44

Per cent of time elapsed 80 %

XXXXXXX cost of completed project, exclusive of engineering $ 16,736.20

Estimated per cent overrun ~~or underrun~~ 7.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,246.64

Engineering cost to date $ 1,024.16, 82 %

Date project was completed September 13, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate mailed to Division Office in Roseburg on Tuesday, Sept. 19.

NOTED

YB & CB

FINAL REPORT ON THIS PROJECT FROM THIS OFFICE.

NOTED
C. E. PAULSEN

Signed W. H. Patterson

Address 1071 Biddle Rd., Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.16	0.16		0.16	0.16
Miles partially completed					
Miles completed	0.16	0.16		0.16	0.16
Total estimated quantities (contract)	2,500	2,120		6 oil; 36 agg	820
Total quantities corrected to date					
Estimated quantities moved or placed to date	2,308.4	2,539		5.57 oil 46 agg.	862.11
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy		
Monday	cloudy		
Tuesday	cloudy		
Wednesday	cloudy		
Thursday	fair & cool		
Friday	fair & cool		
Saturday			

PROJECT COMPLETE

RECEIVED
JUN 27 1961
FOR FILING

315-1714
5913

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5913, awarded May 26, 1961, for grading-paving Pine Street in Central Point, Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
H. S. COX

June 8, 1961

Mr. Lyle Paull
City Administrator
City Hall
Central Point, Oregon

NOTED
C. G SWENSON

Dear Mr. Paull:

On May 26 the State Highway Commission awarded contract no. 5913 to M. C. Lininger & Sons for the grading and paving project on Pine Street in Central Point.

A copy of the contract and the plans are enclosed for your information and records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm
Encl.

RECEIVED
MAR 21 1961
FOR FILING

315-1714
5913

3-21-61

Pine St Central #1

Salem, Oregon
March 17, 1961

$250,000 Fund Agreement
City of Central Point

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Central Point covering the Special City Allotment project on Pine Street in Central Point.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Central Point.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
3/3/61

To: Mr. G. S. Paxson
OFFICE

SUBJECT: $250,000 Fund Agreement
City of Central Point

Attached are three copies of an agreement covering the Special City Allotment project on Pine Street in Central Point. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECO[illegible]
Assistant S[illegible]

[illegible]
DATE 4-3-60 Min. Page 32894
Lloyd Query

RECEIVED
MAR 17 1961
FOR FILING
315-1714
5113

March 17, 1961

Lyle Paull, City Recorder
City Hall
Central Point, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Central Point a fully executed copy of an agreement between the State Highway Commission and the City of Central Point covering the Special City Allotment project on Pine Street in Central Point.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

rn
enc.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
March 13, 1961

Central Point-Special City Allotment, 1961
Project, Pine Street

Tom Edwards
Office
Attention: E. Pease

The field data on subject project has been checked and is found to conform to the project as requested by the city. The higher cost reflected by the field data has been discussed with the city and they have signed an agreement to pay all costs in excess of $20,000.

C. G. Swenson
County & City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:ph

cc: Frank Hall
V. G. O'Neil

COUNCIL MEETS
FIRST MONDAY OF EACH MONTH

CITY OF CENTRAL POINT
250
~~118~~ Pine Street NOrmandy 4-1201
CENTRAL POINT, OREGON

February 16,1961

C.G. Swenson
County & City Relations Engineer
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

I am enclosing two copies of the agreement and three copies of Resolution No.128 for the Special City Allotment project for The Pine Street Project.

I hope these are all in order and satisfactory.

Very truly yours,

Lyle Paull
by: L.T.
Lyle Paull,
City Recorder

LP/lt

RECEIVED
FEB 20 1961
ENGINEER
COUNTY & CITY RELATIONS

2-7-61

RESOLUTION NO. 128

WHEREAS, the STATE OF OREGON, acting by and through its State Highway Commission, has caused to be prepared and submitted to the City of Central Point an agreement for the improvment of (East Pine Street between 9th and the City limits at the center of Freeman Road) within the said City, by the terms of which agreement the State is to pay the costs not to exceed $20,000.00 as its share of the total cost of such improvement; and

WHEREAS, said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Central Point that the Mayor and Recorder are hereby directed and authorized to execute said agrrement on behalf of said City.

The foregoing resolution was duly adopted by the Council of the City of Central Point on the 7th day of February, 1961.

Mayor

ATTEST:

Lyle Paull
Recorder

NOTED
H. S. COX

NOTED
[illegible]

NOTED
C. G. SWENSON

February 1, 1961

Mr. Lyle Paull
City Recorder
City Hall
Central Point, Oregon

NOTED
Harold C. Ayers

Dear Mr. Paull:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project on Pine Street. Enclosed are three copies of an agreement covering this project.

Will you please have the City Council pass a resolution similar to the enclosed sample authorizing the Mayor and yourself to sign the agreement. Please include three copies of this resolution with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the Mayor please sign two copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return both signed copies to this office prior to March 10. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

agreement received
2-20-61

HCA:mm
Encl.

RECEIVED
1960

315-1714

5913

11-29-60

W. C. WILLIAMS

LOCATION PROSPECTUS
NINTH STREET-FREEMAN ROAD SECTION
PINE STREET (CENTRAL POINT)
JACKSON COUNTY

The following prospectus is submitted concerning the above-mentioned section of Pine Street in Central Point. The westerly terminus is at the intersection of Ninth and Pine Streets. The easterly terminus is at the intersection of Freeman Road and Pine Street. The overall length of the project is 0.12 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading and paving on existing alignment. The city of Central Point is to drain and place concrete curbs prior to the State's project.

The typical section will consist of a 44-foot city street section. The approved base design by G. L. Decker is:

Paving, Base and Wear	3"
Top Course, Base	2"
Bottom Course, Base	10"
Total Depth	15"

Final agreement with the city will be necessary.

November 29, 1960

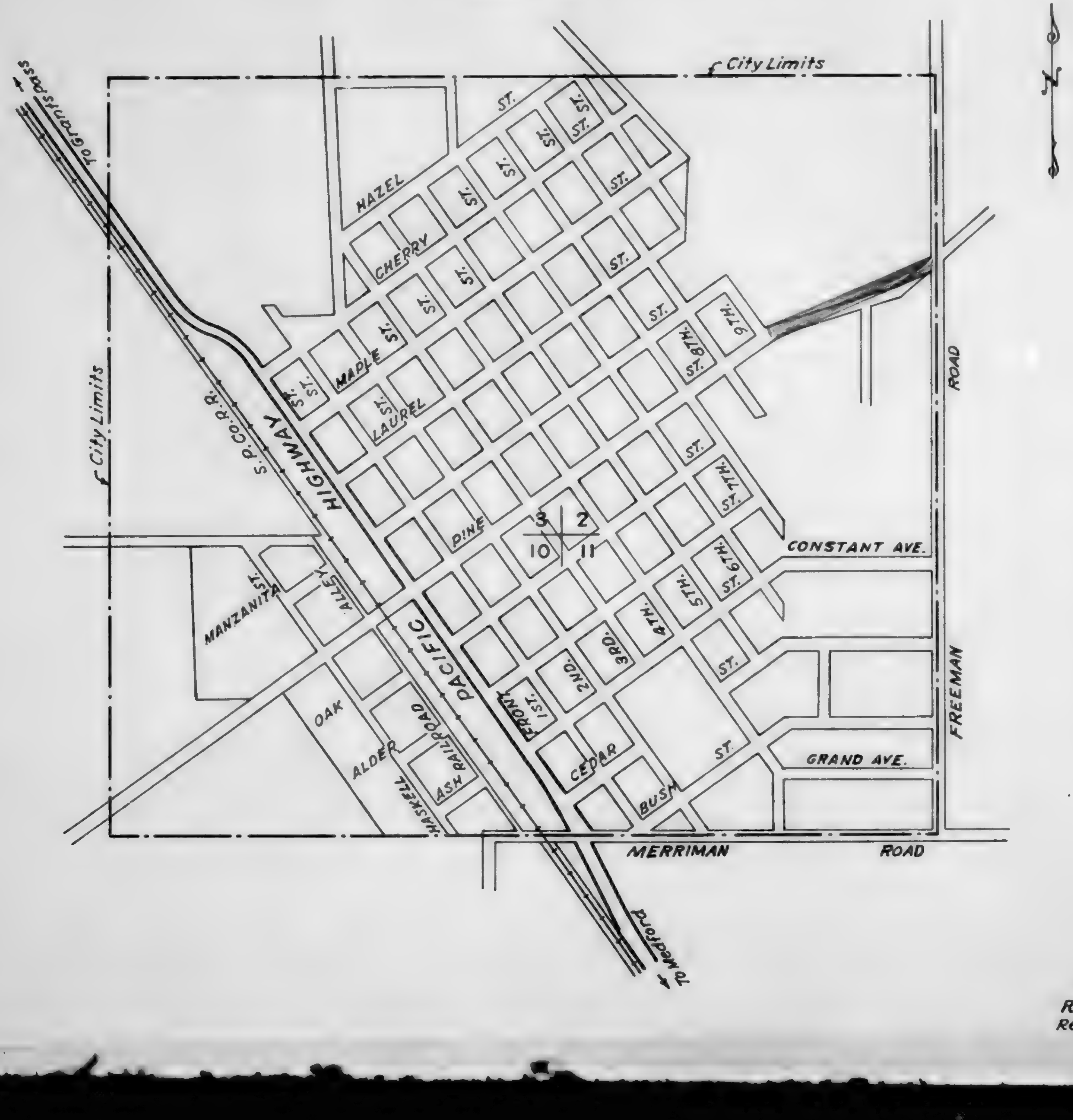
Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
F. D. Morgan (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

RECEIVED
DEC - 5 1960
OFFICE OF
STATE HIGHWAY ENGINEER

CENTRAL POINT

Scale 1"=800'



Rev. 8-24-'49
Rev. 8-5-'46 6.

NOTED

NOTED
H. S. COX

November 3, 1960

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Mr. Lyle Paull
City Administrator
City Hall
Central Point, Oregon

Dear Mr. Paull:

On November 3, the State Highway Commission approved the City's request for a Special City Allotment project on Pine Street from approximately 9th Street to a connection with the new freeway.

The project was approved on the basis that the City would construct concrete curbs and all required drainage facilities. You will be contacted in the near future concerning details of the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm

'61 - $25,000 Central Point 1-6-60

Contacted Mr. Lyle Powell and with him investigated the road and condition of Pine St. from 9th to [illegible] with [illegible]. It is generally in poor condition and is now receiving excessive wear due to [illegible] and will carry more [illegible] is opened. Mr. Powell said the [illegible] City would want a curbed section [illegible] and would be able to [illegible] funds in City share of project approved.

Believe we should recommend this project.

HCL.

7-27-60

Contacted Mr. Lyle Powell and with him looked over how to do job - City wants to construct curbs and want State to do rest and City would pay all costs in excess of $20,000

HCL

Final $ 18,922.50
2,365.50
350.00
21,638.00

5/10/61 Est from Art Brummitt 20,236.50

JDG

#250,000 [illegible]   Central Point.   ✓

[illegible] Project.

Pine Street from 9th to connect with the legs of [illegible] St. [illegible] a distance of approximately 0.13 mi.

Grade, place 10" base course, 2" leveling course and 2" asphaltic concrete wearing surface 44' in width.
Salvage 32' of present oiled surface
Preliminary Estimate including 12½% engineering and contingencies and survey $14,000

City to drain and place concrete curbs, prior to State project

Lyle Paull.

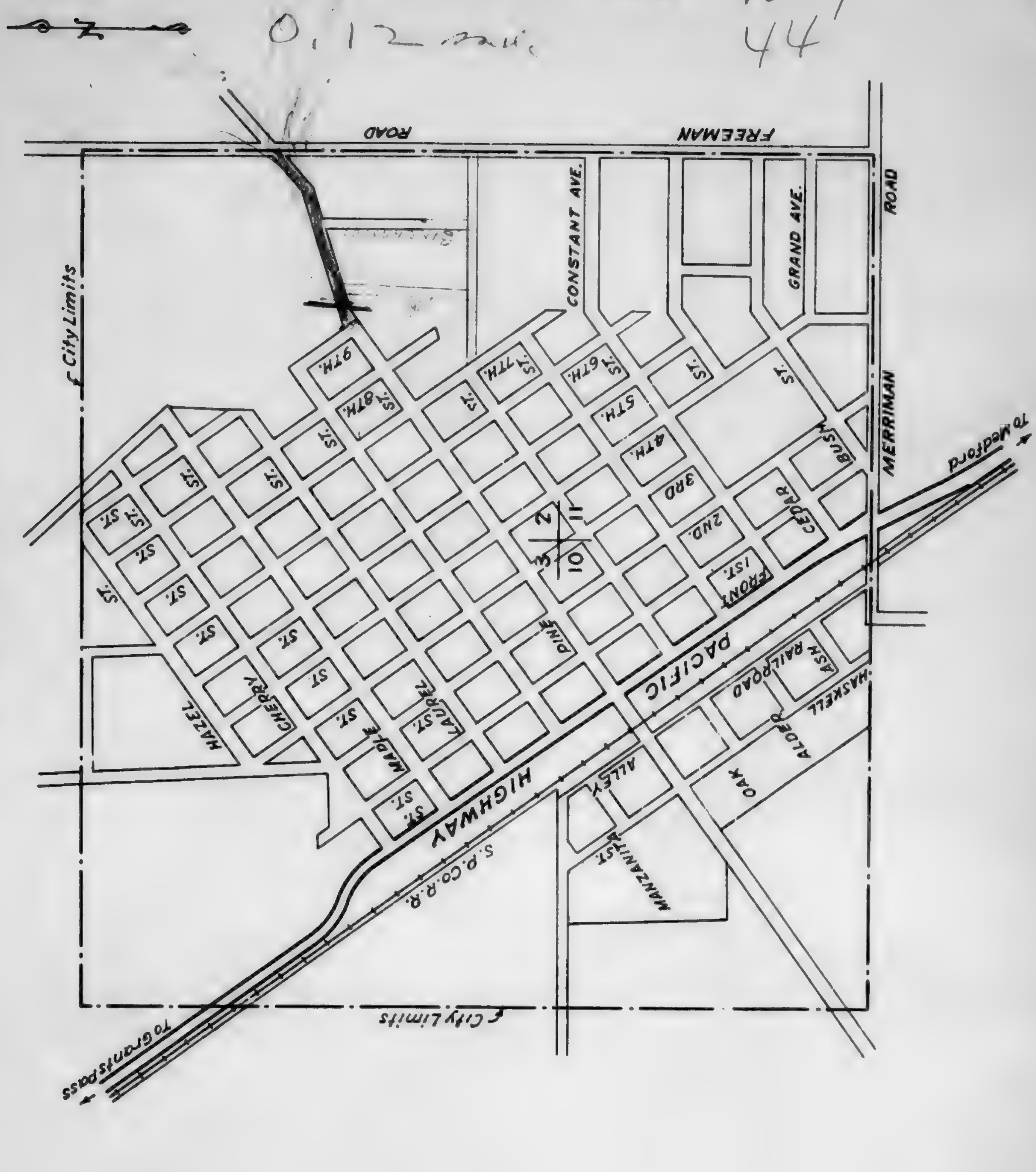
City will place Straight
Curb - 16'
44'

Rev. 8-24-'49 6.
Rev. 8-5-'46

0.12 mi.

CENTRAL POINT

Scale 1"=800'



Central Point (Pine St.) Section
Grading and Paving

CFP
3/24/61

ESTIMATE

Item No.	Item	Quantity	Unit Price	Amount
1	General Excavation, Unclassified	2500 Cu.Yd.	1.00	$2500.–
2	Coarse Crushed Material in Base	1760 ~~[illegible]~~	3.25	5720.– ~~6012.50~~
3	3/4"-0 Material in Base	360 ~~[illegible]~~	3.50	1260.– ~~1330.–~~
4	Sprinkling	80 ~~[illegible]~~ M.Gal.	4.–	320 ~~340.–~~
5	Preparation of Base	0.16 Mile	1000.–	160.–
6	1/4"-0 Material in Binder Course	36 ~~[illegible]~~ Cu.Yds.	5.50	198.– ~~220~~
7	RC-2 Asphalt	6 Tons	75.–	450.–
8	Class E Asphaltic Concrete	820 ~~[illegible]~~ "	9.–	7380 ~~7740~~
				17988 ~~$18752.50~~
	[illegible]		12½%	2248.50 ~~2344.06~~
				20,236.50 ~~21,096.56~~

RECEIVED
MAR 24 1961
ENGINEER
COUNTY & CITY RELATIONS

Central Pt

Re Estimate base on taking all Out

Gen Ex –	2500	$1^{\underline{00}}$	2500,00
Coarse Crushed	1850	$3^{\underline{25}}$	6012.50
3/4" 0	370	$3^{\underline{50}}$	1295.00
Sprinkling	85	$4^{\underline{00}}$	340.00
Prep of base	0,16	1000.00	160.00
aggregate in binder	50.	5.50	275.00
asphalt in binder	8	75.00	600.00
Class B A C.	860	$9^{\underline{00}}$	7740.00
			18,922.50

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

NOTED
JOHN D. GRAHAM

December 4, 1959

NOTED
Harold C. Ayers

Mr. Lyle Paull
City Recorder
City Hall
Central Point, Oregon

NOTED
C. G. SWENSON

Dear Mr. Paull:

This is to acknowledge receipt of a resolution adopted by the City of Central Point requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1961 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. S
C. G. Swenson
Engineer, County and City Relations

CGS:mm

PS: The enclosed copy of the resolution is being returned for the City's records.

CGS

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Central Point is an incorporated city of the State of Oregon and has a population of 2300 as given by the latest official census; and

WHEREAS, the following streets of said city,

E Pine 10th ST. To Easterly City Limits

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Central Point does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Lyle Paull as the official representative of the city in all negotiations resulting from this request.

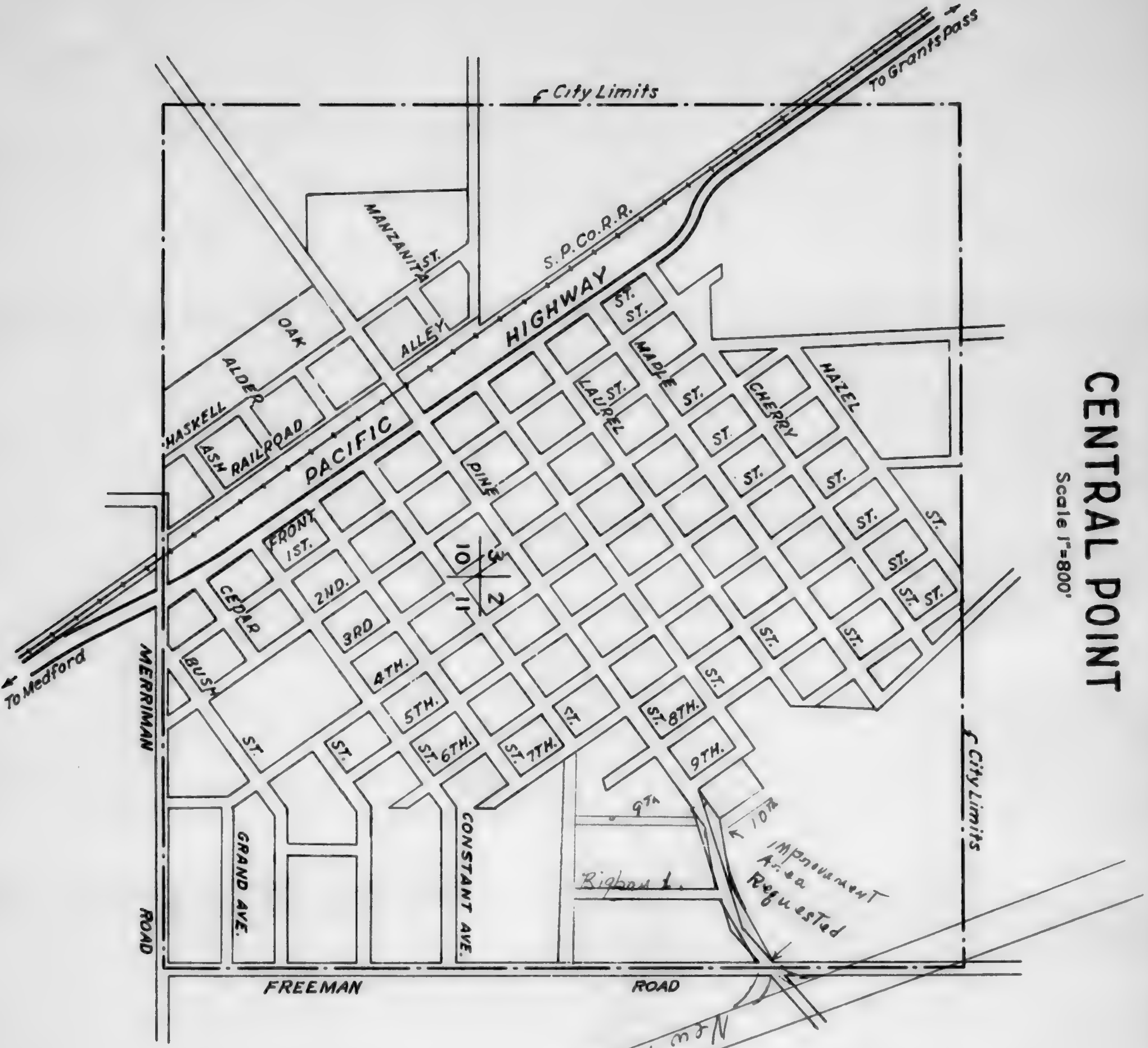
Passed and approved this 1st day of December, 1959.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Central Point at a regular ~~or~~ ~~special~~ meeting of said Council, held on the 1st day of December, 1959, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 2nd day of December, 1959.

Lyle Paull
City Recorder



CENTRAL POINT

Scale 1"=800'

Rev. 8-24-'49
Rev. 8-5-46 6.

COUNCIL MEETS
FIRST MONDAY OF EACH MONTH

CITY OF CENTRAL POINT
148 Pine Street NOrmandy 4-1201
CENTRAL POINT, OREGON

November 17,1959

NOTED
C. G. SWENSON

C.G. Swenson,Engineer
County and City Relations Div.
State Highway Department
Salem, Oregon

Dear Sir:

Please send us the proper blank form that we might apply for aid under the provisions of O.R.S. 366.805, small cities funds.

Respectfully yours,

Lyle C Paull

Lyle Paull,
City Administrator

LP/lt

Forms Sent
11-19-59

RECEIVED
NOV 19 1959

16-8306 Santiam Jct.-Suttle Lake Rock Prod.
Proj.,westerly of Sisters
#5814 1961

RECEIVED
FOR FILING

January 15, 1962

FINAL COST ANALYSIS

Santiam Jct.-Suttle Lake Rock Prod.
Contract No. 5914

Rock Production
Contractor: Saxton-Stevenson
Resident Engineer: R.H. Clark

Santiam Highway
Linn and Jefferson Counties

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1-1/4"-3/4" Mat'l in Pile	1,073.97	Cu. Yd.	3.20	2.93	3,157.62	3,436.70
3/4"-1/2" Mat'l in Pile	3,033.33	Cu. Yd.	3.20	2.93	8,918.39	9,706.66
1/2"-1/4" Mat'l in Pile	3,470.20	Cu. Yd.	3.20	2.93	10,202.85	11,104.64
1/4"-#10 Mat'l in Pile	1,009.96	Cu. Yd.	3.20	2.93	2,969.42	3,231.87
1/4"-0 Mat'l in Pile	1,594.99	Cu. Yd.	3.20	2.93	4,689.48	5,103.97
Liquidated Damages	14	Day	60.00			-840.00
					$29,837.76	$31,743.84

Gross Revenue	$ 31,743.84
Total Cost	29,937.76
Net Profit	$ 1,806.08

Net Profit equals 5.69% of Gross Revenue

RECEIVED
JAN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST - Contract No. 5914

Labor:		
Labor (All)	$ 7,888.53	
Labor Insurance	398.68	
Welfare and Pension	259.50	$ 8,546.71
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	10,486.91	
Equipment Rental, Hired without Operator	591.00	
Equipment Rental, Hired with Operator	4,531.93	
Gas and Oil	1,500.15	
Bond	192.00	
Home Office and General Overhead	4,794.30	
P.L. and P.D. Insurance	342.00	
Move In and Set Up	2,575.00	25,013.29
Less Cost of Crushing:		
1,232 Cu.Yd. for Forest Service		-3,622.24
	TOTAL COST	$ 29,937.76

CRUSHING SUMMARY - Contract No. 5914

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	10,182.45	Cu.Yd.	2,575.00	0.253
Feed Crusher	10,182.45	Cu.Yd.	7,625.27	0.749
Crushing	10,182.45	Cu.Yd.	13,948.49	1.370
Haul	10,182.45	Cu.Yd.	4,531.93	0.445
Pile	10,182.45	Cu.Yd.	1,257.07	0.123
	10,182.45	Cu.Yd.	29,937.76	2.940

Remarks - Contract No. 5914

This was a "State Project" for the furnishing and stockpiling of crushed materials on the Santiam Junction-Suttle Lake Section of the Santiam Highway in Jefferson and Linn Counties. The project extends from the junction of the North Santiam and Santiam Highways easterly 12.20 miles to the junction with the Suttle Lake Road.

The bid was received May 23, 1961 and contract awarded May 26, 1961. The contractor began moving in crushing equipment August 11, 1961 with actual production starting August 24, 1961. Production remained low until September 2, 1961 then averaged about 400 cubic yards daily until completion on October 5, 1961.

During the operation of this project, 1,232 cubic yards were crushed for the Forest Service. Production was not terminated on this project for this extra material, part of production going to each, so no direct costs were available. The average cost of production was applied to this amount and deducted to determine the project cost. Due to the type of operation and conditions on this project, this manner of distribution is believed equitable.

The fair profit of 5.69% on the gross revenue could have been increased to 8.33% by the elimination of time penalty which would have been good considering the very large amount of scalping waste. Information has been received that the Forest Service will not allow material to be taken from the same area in this quarry in the future, but must be taken from on top and in 20-foot lifts. This could affect the cost of materials from this source in the future.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
NOV 10 1961
FOR FILING

5914

November 9, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5914 for the Santiam Jct. -Suttle Lake Rock Production Project on the Santiam Highway in Jefferson-Linn Counties was completed by the contractor, Saxton-Stevenson, Inc., on October 5, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $952.32 will be released to the contractor on or after November 16, 1961. The total contract amount is $31,743.84, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Saxton-Stevenson, Inc.,
P. O. Box 206
Salem
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 7, 1961

Section Santiam Jct.-Suttle Lake

Kind of work Rock Production

Highway Santiam County Jefferson

Section prefix 16-8306

Contractor Saxton-Stevenson, Inc.

Contract number 5914

Date of contract May 26, 1961

Specified work days 45

Date work started Aug. 11, 1961

Work days used 59

Project authorization $36,281.25

Exclusive of engineering $33,701.25

Per cent of time elapsed 131.11 %

Estimated cost of completed project, exclusive of engineering $32,014.19

Estimated per cent ~~overrun or~~ underrun 5.01 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,580.00

Engineering cost to date $1,600.00, 62.02 %

Date project was completed Oct. 5, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		None		10,182 c. y.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor started crushing August 24, 1961

Finished crushing October 5, 1961

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
OCT 10 1961
NOTED CE AUE ACE COE

NOTED
JOHN R. OAKES

Signed

Address Box 1249, Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			12.20		
Miles partially completed					
Miles completed			12.20		
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,182		
Estimated quantities moved or placed to date			10,182		
Average daily quantities			407.28 (25)		
Average daily quantities necessary to complete project on time					
Number shifts per day			1 (4 days)		
Hours per shift			8		
Average force on project for week			8		
Men			7		
Supervision			1		
Men and trucks under 3 tons					
Men and trucks over 3 tons			2		
Men and tractors					

Equipment used during week: Shovels ...1..., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ..1....

Compressors ...., Bulldozers ......2......, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair-Mild		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUN 12 1961
FOR FILING

16-8306
5914

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 12, 1961

Saxton-Stevenson, Inc.,
P. O. Box 206
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5914, awarded May 26, 1961, for the Santiam Jct.-Suttle Lake Rock Production Project on the Santiam Highway in Jefferson-Linn Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

17-3405 Car Storage Shed in Grants Pass
near Pacific Hwy & Scoville Rd.
#5215
1961

RECEIVED
OCT 26 1961
FOR FILING
[illegible]
5915

October 25, 1961

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 41
Missouri

Gentlemen:

State Highway contract #5915 for construction of a car storage shed in Grants Pass, Josephine County, was completed by the contractor, Cummings Const. Co., on September 11, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $7,800.00 will be released to the contractor on or after November 1, 1961. The total contract amount is $7,800.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Surety & Insurance Corp.,
Harold A. Johnson Ins. Agency
403 SE 6th Street
Grants Pass, Oregon

cc: Cummings Const. Co.,
P. O. Box 685
Grants Pass
Oregon

RECEIVED
EP 26 1961
FOR FILE
[illegible]
5915

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1961

SUBJECT: Grants Pass Car Shed
Contract No. 5915

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Cummings Construction Company completed work on the Grants Pass Car Shed Project in Josephine County, Contract No. 5915 on September 11, 1961. Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

dl

CC: Mr. Floyd Query ✓

NOTED ON CARD
LC

RECEIVED
JUN 23 1961
FORM E-30 50M 3-61 84267
FOR FILING

17-405

5915

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Cummings Construction Company started work on the Grants Pass Car Shed Construction Project in Josephine County, Contract #5915 (State Project), on June 19, 1961.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED ON CARD
dc

RECEIVED
JUN 27 1961
FOR FILING

5915

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Cummings Const. Co.,
P. O. Box 685
Grants Pass
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5915, awarded May 26, 1961, for construction of car storage shed in Grants Pass, Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

I-5-3(23) Goshen-Cottage Grove Sec. Pacific
175 Hwy., south of Eugene
45716 1961

RECEIVED
JUN 2 - 1965
FOR FILING

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
880 OAK STREET
EUGENE, OREGON 97401

SIDNEY E. THWING
~~ALBERT H. FERRIS~~
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-2465

June 1, 1965

Mr. Robert Judson
Sign Division
Oregon State Highway Department
Salem, Oregon 97310

Re: Agee v. Houck

Dear Mr. Judson:

This will confirm again that trial of the above case has been set in the Lane County Circuit Court, Eugene, Oregon, for Friday, June 11, 1965. It now appears that the case will be tried, and accordingly, will you make arrangements to meet with me at my office at one o'clock p.m. the day of trial. If it is necessary in connection with arranging your leave from work to have a subpoena served, please advise and we will arrange to do this.

Very truly yours,

NOTED
R. L PORTER

Albert H. Ferris

AHF/eg

cc: R. L. Porter
Deputy State Highway Engineer
State Highway Department
Salem, Oregon 97310

P. S. I would appreciate your confirming receipt of this letter and your availability to testify at the time of trial and to meet me at my office by return mail or phone.

RECEIVED
JUN 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 21 1965

FOR FILING

5/16

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
883 OAK STREET
EUGENE, OREGON 97401

~~SIDNEY E. THWING~~
~~ALBERT H. FERRIS~~
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-2465

May 20, 1965

Mr. Robert Judson
Sign Division
Oregon State Highway Department
Salem, Oregon 97310

Re: Agee v. Houck

Dear Mr. Judson:

This is to advise you that trial of the above case has been set over from May 28, 1965, to June 11, 1965, and accordingly it will not be necessary for you to appear as a witness on May 28, as previously advised. If there are any further changes, we will promptly let you know, and in any event, we will confirm our arrangement with you with respect to your testifying on June 11.

Very truly yours,

Albert H. Ferris

AHF/eg

cc: R. L. Porter
Deputy State Highway Engineer
State Highway Department
Salem, Oregon 97310

RECEIVED
MAY 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R L PORTER

FORM E-1002 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
APR 29 1965
FILING

April 27, 1965

Thwing, Ferris, Atherly & Butler
Attorneys at Law
106 Lumberman Building
Eugene, Oregon 97401

Attention: Mr. Albert H. Ferris

Gentlemen:

This is in answer to your April 23 letter relative to the appearance of Mr. Robert Judson in connection with the case of Agee v. Houck on May 28, 1965, in Eugene.

I will ask Mr. Judson to make himself available but if the date should change, he would appreciate being notified. His address is Sign Division, Oregon State Highway Department, Salem.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Deputy State Highway Engineer

NOTED
TOM EDWARDS

RLP:ms

cc Mr. Forrest Cooper ✓
cc/att Mr. Tom Edwards - I have told Mr. Albert H. Ferris, attorney in Eugene, that Robert Judson would be available to appear as a witness in the case of Agee v. Houck on May 28 in Eugene. This has to do with a traffic signal that was installed under Mr. Judson's supervision in connection with a gravel haul by Houck near Gettings Creek. As I understand it, this is a personal injury case and Mr. Judson would be asked to testify as to when the signal was installed, as to its operation and cycle, and things of this nature. Will you please see that he is available on the date requested.

cc Mr. Victor D. Wolfe

4-29-65
Copy to Bo [illegible] + Hunter
to insure
compliance

April 27, 1965

Thwing, Ferris, Atherly & Butler
Attorneys at Law
106 Lumberman Building
Eugene, Oregon 97401

Attention: Mr. Albert H. Ferris

Gentlemen:

This is in answer to your April 23 letter relative to the appearance of Mr. Robert Judson in connection with the case of Ages v. Houck on May 28, 1965, in Eugene.

I will ask Mr. Judson to make himself available but if the date should change, he would appreciate being notified. His address is Sign Division, Oregon State Highway Department, Salem.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
cc/att Mr. Tom Edwards - I have told Mr. Albert H. Ferris, attorney in Eugene, that Robert Judson would be available to appear as a witness in the case of Ages v. Houck on May 28 in Eugene. This has to do with a traffic signal that was installed under Mr. Judson's supervision in connection with a gravel haul by Houck near Gettings Creek.
As I understand it, this is a personal injury case and Mr. Judson would be asked to testify as to when the signal was installed, as to its operation and cycle, and things of this nature. Will you please see that he is available on the date requested.
cc Mr. Victor D. Wolfe

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
880 OAK STREET
EUGENE, OREGON 97401

SIDNEY E. THWING
ALBERT H. FERRIS
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-2465

R. No

April 23, 1965

Mr. R. L. Porter
Deputy State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon 97310

Dear Mr. Porter:

Thank you for your letter of April 21, and in view of your statements concerning lack of personal knowledge, we would request that Mr. Robert Judson of the Sign Division, who actually supervised the installation, would be made available to testify.

We now believe that the case will be tried on Friday, May 28, 1965, but this date is subject to change. The Wagler cases, which I referred to, have been taken off the trial docket, and will probably not be tried until July or August of this year.

I want to take this opportunity to thank you for your cooperation during the investigation of these claims and would appreciate your confirming Mr. Judson's general availability at the time mentioned herein. We will contact you further when more definite information is obtained concerning the trial date.

Very truly yours,

THWING, FERRIS, ATHERLY & BUTLER

Albert H. Ferris

AHF/eg

RECEIVED
APR 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1965
FOR FILING

April 21, 1965

Thwing, Ferris, Atherly & Butler
Attorneys at Law
106 Lumbermens Building
Eugene, Oregon 97401

Attention: Mr. Albert H. Ferris

Gentlemen:

This is in reference to the cases of Agee v. Houck and Wagler v. Houck, which are set for trial during the last week in May and the first week in June. On April 19 you advised that you desired that I make an appearance to testify relative to the installation of an automatic traffic signal and features connected therewith.

While I could testify as to the Department's record, I do not have personal knowledge of the circumstances relating to this signal. Mr. Robert Judson, Sign Division, Oregon State Highway Department, Salem, supervised the installation and would have the best knowledge of any individual I know concerning the design, time sequence, and things of this nature.

In light of the above, please advise me of your wishes.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:mm
cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Victor D. Wolfe

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
888 OAK STREET
EUGENE, OREGON 97401

SIDNEY E. THWING
ALBERT H. FERRIS
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-2465

April 19, 1965

Mr. R. L. Porter,
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Robert Judson
Sign Dep't
Salem

Re: Agee v. Houck
Wagler v. Houck

Dear Mr. Porter:

I am advised that Mr. Tuttle contacted you with respect to your giving testimony in the above cases. These cases are set for trial during the last week in May and in the first week of June. It would be our intention to call you as a witness with respect to the installation of the automatic traffic control signal at this truck crossing site, the signal's design, and time sequence.

I cannot, at this time, advise you of the exact date and time that we would require your appearance, but we should be able to give you ample notice at a later date.

NOTED
R. L. PORTER

I would appreciate your confirming this letter and your general availability during these weeks to attend trial and give testimony.

Very truly yours,

THWING, FERRIS, ATHERLY & BUTLER

Albert H. Ferris
eg

Albert H. Ferris

AHF/eg

RECEIVED
APR 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 27 1965

FOR FILING

Sidney E. Thwing
Albert H. Ferris
Darst B. Atherly
Richard W. Butler

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
880 OAK STREET
EUGENE, OREGON 97401

TELEPHONE
342-2465

5916

April 14, 1965

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Attention: Mr. R. G. Tuttle

Re: Agee v. Houck

Dear Mr. Tuttle:

This is to advise you that trial of the above case has been set for the trial week of May 25, 1965. The case will probably start on Friday the 28th. It will not be necessary for any of the Houcks to be present at the time of trial, unless they so desire, but it will be necessary to have available the following employees of Houck:

1. Donovan D. Damron
2. Leslie L. Purscelley
3. Dale Bennett

If any of these persons are not now in your employ, or subject to your control, please advise at your very first convenience so that we can otherwise arrange for their appearance in court.

We would also appreciate your arranging with the State Highway Department to have Mr. R. L. Porter, Deputy State Highway Engineer attend the trial. We would want him to testify with respect to the installation of the automatic traffic control signal, the reason for its installation, and the type of signal actually installed with the respective time sequences of the light changes.

I would appreciate your confirming receipt of this letter by return mail and confirmation of the availability of the witnesses named.

Thank you for your cooperation in this matter.

Very truly yours,

THWING, FERRIS, ATHERLY & BUTLER

Albert H. Ferris

AHF/eg

RECEIVED
APR 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
880 OAK STREET
EUGENE, OREGON 97401

SIDNEY E. THWING
ALBERT H. FERRIS
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-2465

April 14, 1965

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Attention: Mr. R. G. Tuttle

Re: Wagler v. Houck

Dear Mr. Tuttle:

This is to advise you that the two Wagler v. Houck cases have been set to commence the trial week of May 25, and the trial week of June 1. We do not have a day certain. It will be necessary to have as witnesses the following employees of Houck:

1. Donovan D. Damron
2. Lloyd Parrish
3. LeRoy Nelson
4. L. L. Purscelley

In addition, we would also like you to contact Mr. Porter of the State Highway Department with respect to his giving testimony as in the Agee v. Houck case.

Please confirm availability of these witnesses by return mail. Thank you for your cooperation.

Very truly yours,

THWING, FERRIS, ATHERLY & BUTLER

Bert Ferris

Albert H. Ferris

AHF/eg

(23)175

STATE COPY

Monthly transaction number 2-37	For -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number 15	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 2-5-65	County Lane
		Project number I-5-3(23)175

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 18, 1961, is hereby modified as follows:

Revised estimated total cost of project	$ 1,569,228.66
Revised Federal funds	$ 1,415,232.73

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5 day of February, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. W. Parsons
By
Division Engineer

By: LR Backlund
L. R. Backlund, Administrative Mgr.

RECEIVED
JAN 20 1965
FOR FILING

January 20, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are sending under separate cover three copies of final voucher for the following Federal-Aid project. The final cost and Federal funds requested exceeds the setup of funds in the project agreement and accordingly, it is requested that the agreement be modified to conform with the revised amount.

I-5-3(23)175 Goshen-Cottage Grove Section $70,688.73

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:cr

STATE COPY

Monthly transaction number 5-3(23)175 - 82	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
		County **Lane**
Project report number **11**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 9-22-6	Project number **I-5-3(23)175**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 18**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project	$ **1,567,620.91**
Revised Federal funds	$ **1,413,438.54**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **22** day of **September**, 19**64**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XXX~~ By **A. W. Parsons**
Division Engineer

By: Backlund
L. R. Backlund, Administrative Mgr.

RECEIVED
JUL 21 1961
FOR FILING
I-5-3(23)175
5916

7-18-61

Monthly Transaction No.	Form 2 (9-1.)	e **Oregon**
Project Report No.	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County **Lane**
	FEDERAL-AID PROJECT AGREEMENT	Project No. **I-5-3(23)173**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99, Goshen to Cottage Grove

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-1-61	12.979
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 1,477,521	Federal funds $ 1,359,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Goshen-Cottage Grove Section, Project No. I-5-3(23)175.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Goshen-Cottage Grove Section, Project No. I-5-3(23)175.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

Oregon State Highway Department

Federal Aid
Project No. I-5-3(23)175

GOSHEN-COTTAGE GROVE SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1961

Type Code 9672
Roadway (Sta. Le 83+72.15 thru 91+37.97 = L 24+63.24 to Sta. 722+70)
(Contract 5916)

Removal of Concrete and Masonry	All	Required	$	$ 2,000.00
Drainage Excavation, Unclassified	70	cu.yd.	4.00	280.00
General Excavation, Unclassified	31,000	cu.yd.	0.65	20,150.00
Furnishing and Placing Topsoil	1,000	cu.yd.	1.50	1,500.00
12-inch Corrugated Metal Pipe	54	lin.ft.	4.00	216.00
15-inch Corrugated Metal Pipe	90	lin.ft.	4.50	405.00
15-inch Concrete Pipe	180	lin.ft.	4.00	720.00
15-inch Culvert End Section	6	only	50.00	300.00
1½-inch Electrical Conduit	380	lin.ft.	2.00	760.00
Concrete Curbs	58	cu.yd.	50.00	2,900.00
Salvaging and Stockpiling Guard Rail	5,800	lin.ft.	1.00	5,800.00
Metal Guard Rail	8,000	lin.ft.	2.50	20,000.00
Guide Posts, Type W-1	700	only	6.00	4,200.00
Guide Posts, Type Y-2	260	only	7.00	1,820.00
Guide Posts, Type Y-3	8	only	10.00	80.00
Coarse Crushed Material in Base	223,000	ton	1.20	267,600.00
3/4" - 0 Material in Base	96,000	ton	1.20	115,200.00
Sprinkling	6,200	M-gal.	2.00	12,400.00
Preparation of Base	All	Required		5,500.00
3/4" - 0 Material in Binder Course	260	cu.yd.	4.00	1,040.00
RC-3 Asphalt	38	ton	50.00	1,900.00
Asphaltic Concrete Mixture	22,200	ton	3.55	78,810.00
Asphalt in Mixture	1,220	ton	32.00	39,040.00
Asphaltic Concrete Traffic Markers, Type "L"	1,560	lin.ft.	1.00	1,560.00
8-inch Portland Cement Concrete Pavement	175,000	sq.yd.	3.45	603,750.00
3/4-inch Expansion Joints	520	lin.ft.	1.00	520.00
Contraction Joints	23,600	lin.ft.	0.10	2,360.00
Dowel Bars	24,000	only	0.50	12,000.00
Tie Bars and Bar Reinforcement	140,000	lb.	0.12	16,800.00
Wire Fabric Reinforcement	173,000	sq.yd.	0.58	100,340.00
3/8" - 0 Material in Cushion Course	7,000	ton	1.25	8,750.00
Illumination Installation and Revision	All	Required		7,000.00
				$1,335,701.00

Flagging (57½% of Contractor's Cost)	All Required	$	$ 5,000.00
Signing (Temporary)	All Required		2,900.00
			$ 7,900.00
	Subtotal		$1,343,201.00
	10% Engr. & Cont.		134,320.00
	Total		$1,477,521.00

Length of Roadway - - - - - -	12.979 Miles	
Length of 19 Structures - - -	0.387 Mile	(Exceptions)
Total Length- - - - - - - - -	13.366 Miles	
Cost of Roadway Per Mile- - -	$113,839.35	

Federal Funds- -	$1,359,000.00
State Funds- -	118,521.00
	$1,477,521.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Federal Aid
Oregon State Highway Department Project No. I-5-3(23)175

GOSHEN-COTTAGE GROVE SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 21, 1961

Type Code 9672
Roadway (Sta. Ls 83+72.15 thru 91+37.97 = L 24+63.24 to Sta. 722+70)

Removal of Concrete and Masonry	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	70	cu.yds.	3.00	210.00
General Excavation, Unclassified	31,000	cu.yds.	0.35	10,850.00
Furnishing and Placing Topsoil	1,000	cu.yds.	1.50	1,500.00
12-inch Corrugated Metal Pipe	54	lin.ft.	3.75	202.50
15-inch Corrugated Metal Pipe	90	lin.ft.	4.25	382.50
15-inch Concrete Pipe	180	lin.ft.	3.50	630.00
15-inch Culvert End Sections	6	only	40.00	240.00
1-1/2 inch Electrical Conduit	380	lin.ft.	1.75	665.00
Concrete Curbs	58	cu.yds.	45.00	2,610.00
Salvaging and Stockpiling Guard Rail	5,800	lin.ft.	1.25	7,250.00
Metal Guard Rail	8,000	lin.ft.	2.35	18,800.00
Guide Posts, Type W-1	700	only	6.75	4,725.00
Guide Posts, Type Y-2	260	only	7.50	1,950.00
Guide Posts, Type Y-3	8	only	8.50	68.00
Coarse Crushed Material in Base	223,000	tons	1.20	267,600.00
3/4" - 0 Material in Base	96,000	tons	1.25	120,000.00
Sprinkling	6,200	M-gal.	2.50	15,500.00
Preparation of Base	All	Required		4,000.00
3/4" - 0 Material in Binder Course	260	cu.yds.	3.50	910.00
RC-3 Asphalt	38	tons	42.50	1,615.00
Asphaltic Concrete Mixture	22,200	tons	3.50	77,700.00
Asphalt in Mixture	1,220	tons	32.00	39,040.00
Asphaltic Concrete Traffic Markers, Type "L"	1,560	lin.ft.	0.75	1,170.00
8-inch Portland Cement Concrete Pavement	175,000	sq.yds.	3.25	568,750.00
3/4-inch Expansion Joints	520	lin.ft.	1.00	520.00
Contraction Joints	23,600	lin.ft.	0.10	2,360.00
Dowel Bars	24,000	only	0.45	10,800.00
Tie Bars and Bar Reinforcement	140,000	lbs.	0.12	16,800.00
Wire Fabric Reinforcement	173,000	sq.yds.	0.65	112,450.00
3/8" - 0 Material in Cushion Course	7,000	tons	1.50	10,500.00
Illumination Installation and Revision	All	Required		8,800.00
				$1,309,598.00

Flagging (57½% of Contractor's Cost)	All	Required	5,000.00
Signing (Temporary)	All	Required	2,500.00
			$ 7,500.00

Subtotal	$1,317,098.00
10% Engr. & Cont.	131,709.00
Total	$1,448,807.00

Length of Roadway	12.979 Miles	
Length of 19 Structures	0.387 Mile	(Exceptions)
Total Length	13.366 Miles	
Cost of Roadway Per Mile	$111,627.01	

Federal Funds	$1,330,000.00
State Funds	118,807.00
	$1,448,807.00

Retained in Program Status

Work	Total Cost	Federal Funds
Traffic Signs	$50,000.00	$45,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-3(23)175

GOSHEN-COTTAGE GROVE SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 1, 1961

Type Code 9672
Roadway (Sta. Ls 83+72.15 thru 91+37.97 = L 24+63.24 to Sta. 722+70)

Removal of Concrete and Masonary	All	Required		$ 1,000.00
Drainage Excavation, Unclassified	70	cu.yds.	$ 3.00	210.00
General Excavation, Unclassified	31,000	cu.yds.	0.35	10,850.00
Furnishing and Placing Topsoil	1,000	cu.yds.	1.50	1,500.00
12-inch Corrugated Metal Pipe	54	lin.ft.	3.75	202.50
15-inch Corrugated Metal Pipe	90	lin.ft.	4.25	382.50
15-inch Concrete Pipe	180	lin.ft.	3.50	630.00
15-inch Culvert End Sections	6	only	40.00	240.00
1½-inch Electrical Conduit	380	lin.ft.	1.75	665.00
Concrete Curbs	58	cu.yds.	45.00	2,610.00
Salvaging and Stockpiling Guard Rail	5,800	lin.ft.	1.25	7,250.00
Metal Guard Rail	8,000	lin.ft.	2.35	18,800.00
Guide Posts, Type W-1	700	only	6.75	4,725.00
Guide Posts, Type Y-2	260	only	7.50	1,950.00
Guide Posts, Type Y-3	8	only	8.50	68.00
Coarse Crushed Material in Base	223,000	tons	1.05	234,150.00
3/4" - 0 Material in Base	96,000	tons	1.10	105,600.00
Sprinkling	6,200	M-gals.	2.50	15,500.00
Preparation of Base	All	Required		4,000.00
3/4" - 0 Material in Binder Course	260	cu.yds.	3.50	910.00
RC-3 Asphalt	38	tons	42.50	1,615.00
Asphaltic Concrete Mixture	22,200	tons	3.50	77,700.00
Asphalt in Mixture	1,220	tons	32.00	39,040.00
Asphaltic Concrete Traffic Markers, Type "L"	1,560	lin.ft.	0.75	1,170.00
8-inch Portland Cement Concrete Pavement	175,000	sq.yds.	3.25	568,750.00
3/4-inch Expansion Joints	520	lin.ft.	1.00	520.00
Contraction Joints	23,600	lin.ft.	0.10	2,360.00
Dowel Bars	24,000	only	0.45	10,800.00
Tie Bars and Bar Reinforcement	140,000	lbs.	0.12	16,800.00
Wire Fabric Reinforcement	173,000	sq.yds.	0.65	112,450.00
3/8" - 0 Material in Cushion Course	7,000	tons	1.50	10,500.00
Illumination Installation and Revision	All	Required		8,800.00
				$1,261,748.00
Flagging (57½% of Contractor's Cost)	All	Required		$ 5,000.00
Signing (Temporary)	All	Required		2,500.00
				$ 7,500.00

Subtotal	$1,269,248.00
10% Engr. & Cont.	126,924.00
Total	$1,396,172.00

Length of Roadway	12.979 Miles
Length of 19 Structures	0.387 Mile (Exceptions)
Total Length	13.366 Miles
Cost of Roadway Per Mile	$107,571.61

Federal Funds	$1,284,000.00
State Funds	112,172.00
	$1,396,172.00

Retained in Program Status

Work	Total Cost	Federal Funds
Traffic Signs	$50,000.00	$45,000.00

RECEIVED
DEC 31 1964
FOR FILING

5916

December 31, 1964

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $1,607.75 will be made to Roy L. Houck Sons' Corporation on Contract No. 5916 for paving the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,393,802.03, including the post-final payment. Of the total, $50,336.06 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Roy L. Houck Sons' Corp.
1585 20th Street, N. E.
Salem, Oregon

C.H. Maison
Attn: John Herr

Date: 12-30-64

Floyd Query
Commission Secretary

A voucher has been prepared to pay

Contract No. 5916, Est. No. 20 Post Final, Date: to 8/6/63, Amt. $ 1,607.75

Contractor Roy L. Houck Sons' Corp.

Totals to date:	Paid to contractor	$	1,393,802.03
	Amount of force account	$	50,336.06
	Amount of retained percentage	$	

Claims Section
Accounting Division

10/64

DEC 28 1964

FOR FILING

FORM E-30X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1964

To:

Mr. L. H. Young
Office Engineer
BUILDING

SUBJECT: Outstanding Claims
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916

Price Agreement No. 10, a lump sum settlement of all claims outstanding against the subject project in the amount of $1,607.75, has been signed by the contractor. It is attached for your further handling.

The following notation on this agreement will be noted: "The signing of this price agreement does not relinquish any rights which the contractor may have to request an extension of time on this project". This notation was inserted by the contractor. It is considered as an item apart from outstanding claims.

The Bureau of Public Roads has been contacted and they will approve the Price Agreement in the total amount of $1,607.75.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:fp
Enc.
cc L. P. Shaw
L. R. Chandler

NOTED
LLOYD P. SHAW

RECEIVED
NOV 20 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 25, 1964

Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: Outstanding Claims
Goshen-Cottage Grove Section
Contract No. 5916

Gentlemen:

A Price Agreement in the amount of $1,419.30 was submitted to you by our Roseburg Division office on January 23, 1964. This Agreement was for settlement of all outstanding claims on the referenced project.

Certain phrases of the Agreement did not meet with your approval and you returned the form with these phrases stricken. The form was revised and resubmitted to you by letter of January 29, 1964, with the amount of $1,419.30 being the same.

Your letter of July 20, 1964 to this office referred to a meeting on July 16, 1964 in the Salem Construction Office and listed areas left for settlement as follows:

Settlement Claim for Price Agreement	$1,419.30
Standby Saw	188.45
Ten Tons AC "withheld"	320.00
Liquidated Damages	1,750.00

On the first of the above four items, all parties appear to be in agreement and the amount of $1,419.30 can be allowed.

From the beginning confusion has existed on the matter of a standby saw. You were required to have a single blade target saw as a standby piece of equipment. There was a target saw on the job in addition to the gang saw. This target saw, however, was used to some extent to supplement the gang saw. This caused confusion as to a true standby classification. At this time we believe it in order to allow payment of the $188.45 for this piece of equipment as a part of final settlement of all claims.

NOTED
LLOYD P. SHAW

The ten tons of AC "withheld" is actually ten tons of asphalt computed to be in 184.48 tons of AC mixture rejected at the plant and on the street. To determine the per cent of asphalt in the mix (5.42%) the total asphalt received less asphalt in tanks after job completion was divided by the total tons mixed, including the rejected material. 5.42% x 184.48 equals 10 tons. 10 tons times the bid price of $32.00 equals $320.00. This deduction is considered to be in order.

The matter of liquidated damages was very carefully analyzed at the time your request for an extension of time was considered and denied. A review of all pertinent data at this time does not disclose any valid reasons for further time extension.

We are, then, herewith submitting a Price Agreement for settlement of all outstanding claims in the amount of $1,607.75. This total includes $1,419.30 previously agreed upon plus $188.45 allowance for the standby saw.

We trust this will meet with your approval. If so, will you please sign all copies of the Agreement and return to this office.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm

Attachments

cc: L. P. Shaw
L. H. Young
L. R. Chandler

NOTED
LLOYD P. SHAW

FORM E-30X—50M—12-63 54617

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible]

[illegible]

5916

SUBJECT:

To:

Mr. L. R. [illegible]
Division Engineer
State Highway Department
Roseburg, Oregon

This office has been notified that funds are being withheld by the Bureau of Public Roads on the following projects until the listed corrections have been made.

Will you please take the necessary steps to resolve these matters and advise when each is completed. If the work on any project has already been completed, advise of this also.

Main Street-North Ashland - Acceptance withheld pending sign compliance.

Goshen-Cottage Grove - Acceptance withheld pending correction of one sign violation and one sign relocation.

Cottage Grove-Divide - Awaiting completion of seeding and mulching.

Judkins Point-Goshen - Awaiting replanting and establishment period.

F. D. Morgan
Construction Engineer

By

John H. Walker
Assistant Construction Engineer

JHW:fp
cc L. P. [illegible]
L. H. Young
R. N. Lehman

RECEIVED
OCT 1 - 1964
FOR FILING

October 1, 1964

Mr. Albert H. Ferris
Thwing, Ferris, Atherly & Butler
106 Lumberman Building
Eugene, Oregon 97401

Dear Mr. Ferris:

Reference is made to your September 18 letter relative to the installation of traffic signals on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County. The contractor on this project was the Roy L. Houck Sons' Corporation, State Highway Contract No. 5916.

The Special Provisions which are part of the contract call for the contractor and the State to cooperate in providing flagging services to protect the motoring public. The State pays 57½ percent of the cost, with the contractor paying the remaining 42½ percent.

The signals were installed at the intersection of the freeway and a road leading to a gravel source near Gettings Creek and were used in lieu of flagmen because of the better over-all control they offered. Our Legal Counsel advises that ORS 483.040 provides statutory authority for such installations which would be in addition to the provisions outlined in the contract.

If you need anything further on the matter, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. G. E. Rohde
Mr. Victor D. Wolfe

133

THWING, FERRIS, ATHERLY & BUTLER
ATTORNEYS AT LAW
106 LUMBERMAN BUILDING
883 OAK STREET
EUGENE, OREGON 97401

SIDNEY E. THWING
ALBERT H. FERRIS
DARST B. ATHERLY
RICHARD W. BUTLER

TELEPHONE
342-9466

September 18, 1964

483.042

admin

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: Installation of Automatic Traffic Control Signal Lights at Places of Road Construction

Gentlemen:

This office has been retained to represent Roy L. Houck Sons' Corporation in connection with the defense of an action for death of a passenger in an automobile involved in a collision at a construction site on Highway 99 on October 4, 1962. At the place of the accident, there was installed by the State of Oregon, an automatic traffic control signal showing a sequence of lights, green, amber, red, which was activated by an employee of Houck at the time of the accident. I understand that the State charges Houck a nominal fee for installation and rental of this signal. I am concerned with the general or specific authority of the State to install such a traffic control signal at a construction site as it was done in this case.

Porter -

If you have any specific rules, regulations or statutory authority, I would appreciate your advising me of this and furnishing me copies of such evidence of authority. Thank you for your cooperation in this matter.

Very truly yours,

THWING, FERRIS, ATHERLY & BUTLER

Bert Ferris
Albert H. Ferris

AHF/eg

RECEIVED
MAR 12 1964

FOR FILING

March 12, 1964

Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 12, 1964, discussed with the Engineer your request for an extension of time on contract #5916. You requested 7 additional workdays within which to complete the paving on the Goshen-Cottage Grove Section of Pacific Highway in Lane County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for the 7 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: L. R. Chandler
C. C. Gall
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
MAR 3 - 1964

FOR FILING

5916

March 2, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 3
March 12, 1964 Meeting

Gentlemen:

We have received a request for an extension of time on the Goshen-Cottage Grove paving project on the Pacific Highway in Lane County. This project, Contract No. 5916, was under contract to Roy L. Houck Sons' Corporation of Salem.

The project was let on May 26, 1961, but due to noncompletion of the grading under separate contract by the same contractor, no work was done until midsummer of 1962. The project was completed in August, 1963 after 137 workdays had been charged. This is seven days over the allowed 130 workdays.

The contractor cites extra work and protested workdays to justify the increase in time, but our records do not substantiate either as a reason for the granting of the requested increase.

We recommend no increase in allowable workdays and the Bureau of Public Roads concurs.

This matter will be presented to you at the March 12 meeting. Your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

CHB:fp bbc

RECEIVED
APR 3 1964
2-300 (Rev.) 3-60
FOR FILING

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#3

Oregon State Highway Commission
Salem, Oregon

Date December 23, 1963

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 130 days to 137 days, within which to complete our Contract No. 5916, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See letter attached

APPROVED BY HIGHWAY COMMISSION
DATE March 12, 1964 for no additional workdays
Floyd Query
Secretary

Respectfully submitted,

ROY L. HOUCK SONS' CORPORATION
Contractor

By James E. Houck
Secretary-Treasurer

CONSENT OF SURETY

Date December 31, 1963

We, GENERAL INSURANCE COMPANY OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

COUNTERSIGNED
HUGG[illegible] AGENCY
Resident Agent

By Alice Dahlen

Fri 3 of Aug
1962

RECEIVED
APR 3 1964
FOR FILING

C-320 (Rev) -3-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#3

Oregon State Highway Commission
Salem, Oregon

Date December 23, 1963

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 130 days to 137 days, within which to complete our Contract No. 5916, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See letter attached

DATE March 12, 1964 for no additional Workdays
Floyd Query

Respectfully submitted,

ROY L. HOUCK SONS' CORPORATION
Contractor

By James E Houck
Secretary-Treasurer

CONSENT OF SURETY

Date December 31, 1963

We, GENERAL INSURANCE COMPANY OF AMERICA, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

COUNTERSIGNED
HUGG[illegible] AGENCY
Resident Agent
By

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5916 Contractor Roy L. Houck Sons' Corp

Highway Pacific

Section Goshen - Cottage Grove

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~**GRANTED**~~. The reasons for such recommendation are as follows:

See attached letter.

Recommended for Approval:

Division Engineer

H. L. Decker
Asst Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	5916
Project designation	I-5-3(23)175 State-Federal
Date awarded	May 26, 1961
Work started	June 7, 1962
Per cent completed	100 % Aug. 6, 1963 Date
No. of Workdays Allowed	130
No. of Workdays Used	137
No. of Added Workdays Requested	7

State Printing 37939

EXTENSION OF TIME FORM

Request for Extension of Time:

An analization of work time charges for this project has been made and a conclusion is herein offered for your consideration.

1. Additional time was necessary to place the added material above the contract gross amount to complete the project. We can assume that the gross amount of material required and stipulated in the contract was a means to arrive at a time estimate to complete this project. Since the materials on this contract was exceeded, it follows that the time to complete the project should by ratio, within reason, necessarily be exceeded. The binder rock for example, was more than 200% over gross amount for the Contract. Considering the type of oiling involved on this project, this additional amount should be considered. Also, the Asp[illegible]lt-Concrete was 10% over contract amount, which is 130 Total Hours, represents 17 hours or 2 days operation.

2. Also of merit in determining the projects delinquency, was the extra work performed on this project. The total extra work amounted to approximately $48,500 up to August 6, 1963 or 3 3/5% of the total contract.

3. As a result of the delay sustained on the project, due to weather, it was necessary to protest the engineers analysis of working abilities. A recap of those protests are herein offered for consideration.

> Nineteen days have been protested for which work day charges have been assessed unrealistically in our opinion. We cannot understand the engineers reply as to why these rainy days are chargeable. In most cases, rain was a large factor in the delay and is not unusual in this area. Due consideration should be allowed the Contractor to determine how effectively and efficiently he can work during and after rainy conditions.

1 day

1. On August 8, 1962, a protest was signed against work day charges on August 3, 1962 due to rain and muddy conditions on the project. On August 3, 1962, the picture attached will show conditions of the job at the entrance of the job area and 1½ blocks North which is the entrance to the crusher site. We were not able to operate that day.

5 days

2. A protest was filed on August 10, 1962, against work day charges for August 6, 1962, through August 10, 1962 for inferior subgrade due to continuous rain during the week mostly in the P.M. Attached is the letter which explains the situation. (August 31, 1962).

3. A protest was filed on work day charges on July 3, 1963, for June 25, 1963, due to heavy rains at 3:00 A.M. on the morning of June 25, 1963. All asphalt being transported from Portland that day was cancelled. Contrary to the engineers statements on his reply to the protest on July 8, 1963, there was at least enough area to pave and to facilitate the bulk asphalt ordered from Portland and about to be dispatched.

   A crew was salvaged from those people who showed up and a small operation took place. In our opinion much less than 60% of the work was not available due to the rain that morning.

12 days

4. Protest of work day charges was filed on July 18, 1963, for July 10, 1963 and July 11, 1963. While wet conditions existed all day, misty rain most of the afternoon and night before, we cannot understand the engineers reply to our protest as to why he considers these rainy days chargeable. We agree that the engineer informed us on July 8, 1963, to remove "discovered" dirt protruding through the base rock. This area was brought to our attention according to the engineers letter on July 5, 1963 and received on July 8, 1963, and proved to be an area 27½ ft. x 18 inches and 16 ft. x 2½ ft. in the whole of the West rest area.

   The removal of this material could not have affected the whole area. In the beginning, this situation was provoked by a letter from the Resident Engineer causing delay or work stoppage and additional changes in this area. (On August 24, 1962). A letter from Mr. C. T. Houck protested this action on August 31, 1962 (attached). Our position was again stated in a letter dated July 1, 1963 (attached).

   It was necessary for the engineer to make additional changes in the Spring of 1963, further delaying the construction of this area. As a result, the protest of August 3, 1963 for July 29, through August 2, was evident, as well as the protest for periods August 5th and August 9th inclusive was filed.

FORM [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~
1410 Orchard St.,
Eugene, Ore.

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Aug. 24, 1962

Goshen - Cottage Grove Section
Pacific Highway
Contract No. 5916

Roy L. Houck Sons' Corp
Cottage Grove , Ore.

Att: C. T. Houck:

I wish to inform you that a revised plan for enlarging the rest areas south of Gettings Creek, known as the Gettings Creek Rest Areas, has been received in this office.

This is to advise you that no work is to be performed by you in these areas until they have been restakedon the ground. We are in the process now of figuring new grades and preparing notes for doing this and hope to have stakes on the ground early next week.

C. C. Hall
Resident Engineer

cc Division Office

This plan was [illegible]
3 times. Houck

August 31, 1962

Mr. C. C. Gall
Resident Engineer
1410 Orchard Street
Eugene, Oregon.

Re: Rest Areas - Contract #5916

Dear Sir:

This letter is to verify my telephone conversation with you August 30, 1962, in which I expressed concern over the progress of "staking" of the Rest Areas.

Your letter of August 24th stated that you hoped to have the "staking" on these areas early next week.

As of the writing of this letter, progress today is as follows:

1. Verbal confirmation of authorization to go to work on Force Account Items has been granted (8:00 AM, August 30, 1962).
2. Completion of "staking" on west side Rest Area only (5:00 PM, August 30, 1962 - no official confirmation).
3. No progress on negotiation of remaining items on price agreement has been reached.

As stated to Mr. L. [illegible] Julien in our meeting August 30, 1962, at which you were present, I am quite concerned over the change in the Contract at this time, not so much from a job production or schedule change, but from a weather standpoint. As you are aware it is the 31st of August and the construction season as far as placement of rock on the subgrade, which is of a dirt nature, is almost over. I have advised you approximately two weeks prior to the writing of this letter, our intentions to cover these areas with base rock to insure us completion of these portions of the project this year.

I requested of Mr. Bob Holland to start operation on the west side Area September 1, 1962, in which, after a phone call to you at 2:40 PM on August 31, 1962, you stated that you would not allow us to do extra work on this area Saturday.

We may never be subject to these problems caused by weather, however, I think that more effort from the State's portion of this Contract should be exercised to insure that you will not hold me up to the point of not finishing these areas before the rain.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

By____________________
Vice-President

cc: Mr. Chandler

CTH:iw

July 1, 1963

Mr. C.C. Gall
Resident Engineer
Oregon State Highway Dept.
Eugene, Oregon

Goshen - Cottage Grove
Project no. 5916

Dear Sir:

A situation has arisen which will bring about an additional delay and expense involving the unpaved West rest area located between station [illegible] and station [illegible].

As you have directed in previous discussions, it was of your opinion that this West rest area could not be paved due to the un-stable sub-grade caused by excess moisture in the sub-grade. In our opinion, the un-ability to complete the paving in this area was brought about by the various changes made in grading this area (Force Account number 5) and caused the delay in placing the base rock materials in dry weather.

It is apparent that this delay will be further provoked by the [illegible] weather which we are experiencing and causing over saturation due to the areas non completion last fall. We had indicated to you last fall of our unwillingness to venture into this change, mainly because of this situation that now exists.

This position was again brought to your attention when we struck out items no. [illegible], [illegible], and [illegible] ([illegible], asphalt and asphalt in mixture) from your price agreement no. 2. We felt we could not perform under the normal unit bid because of the lack of drainage in the area and the ill timed [illegible] position.

Due to other project commitments and other minor reasons we feel it best to remove the asphalt Plant from this project and if the state is desirous, we can haul the asphalt material from our next site located at the Yoncalla Interchange on Interstate no. 5. In order to pave out this area the amount would be approximately 1200 tons, we would therefore start removing the asphalt plant about July 9, 1963.

To summarize, we feel that if this rest area had not been changed we could have continued our operation and completed it and this situation would not have arisen.

We therefore submit that if it becomes necessary we will move our asphalt plant and pave the rest area from a different location and at a later date when you so direct.

We would like to also interject that we have exhausted our materials and this move seems beneficial to the state in that we can supply materials at a reduced cost since it is our intention to claim for all expenses for materials furnished above the contract amount on this project.

We therefore tender this request for compensation for the additional expense necessary to complete this paving.

Very truly yours,

J Houck

J.E. Houck

JEH/ea

cc: Mr. E.B. Chandler

FORM E-123X 50M 3-60

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 30, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Extension of Time
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916
Project I-5-3(23)175

Dear Sir:

We have received a request from Roy L. Houck Sons' Corporation, contractor on this project, for an extension of time in the amount of six days for the following reasons:

(1) Increase in contract amounts.

(2) Extra work performed.

(3) Unrealistic charge of 19 protested workdays.

Referring to the contractor's specific reasons for an extension:

(1) The final records show an underrun of 0.3 of one per cent on bid items. The overruns of 3,263 cubic yards of topsoil, 1,964 tons of 3/4"-0 material in base, and 255 tons of 3/4"-0 material in binder course are not considered valid reasons for an extension of time under the circumstances.

(2) Over half of the extra work performed was done on nonworkdays. Enough of the remainder was performed concurrently with contract items to eliminate any consideration for an extension of time because of extra work.

APPROVED DATE 2-5-64
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By Title Dist Eng

Copy to Morgan.

Parker

(3) The charge of the 19 workdays, which the contractor protested and termed unrealistic, were carefully considered at the time of charging. No justification exists to change them at this time. This reason by the contractor for an extension of time cannot be considered.

We recommend no increase in the allowable time on this project and ask your concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

RECEIVED
FEB 5 1964
OFFICE ENGINEERING
DIVISION

January 30, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Extension of Time
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916
Project I-5-3(23)175

Dear Sir:

We have received a request from Roy L. Houck Sons' Corporation, contractor on this project, for an extension of time in the amount of six days for the following reasons:

(1) Increase in contract amounts.

(2) Extra work performed.

(3) Unrealistic charge of 19 protested workdays.

Referring to the contractor's specific reasons for an extension:

(1) The final records show an underrun of 0.3 of one per cent on bid items. The overruns of 3,263 cubic yards of topsoil, 1,964 tons of 3/4"-0 material in base, and 255 tons of 3/4"-0 material in binder course are not considered valid reasons for an extension of time under the circumstances.

(2) Over half of the extra work performed was done on nonworkdays. Enough of the remainder was performed concurrently with contract items to eliminate any consideration for an extension of time because of extra work.

(3) The charge of the 19 workdays, which the contractor protested and termed unrealistic, were carefully considered at the time of charging. No justification exists to change them at this time. This reason by the contractor for an extension of time cannot be considered.

We recommend no increase in the allowable time on this project and ask your concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Forrest Cooper
cc F. D. Morgan
L. H. Young
C. H. Maison

GLD:fp: ajw

FORM 2-30 80M 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1964

SUBJECT: Time Extension
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Attached is a request from Roy L. Houck Sons' Corporation, contractor on this project, for an extension of time in the amount of 7 days; 130 days were allowed and 137 days were charged.

The contractor gives the following reasons for his request:

1. Increase in contract amounts.
2. Extra work performed.
3. Unrealistic charge of 19 protested workdays.

Pertinent dates and facts should be set forth in any analysis of this claim:

Pertinent Dates:

May 23, 1961 - Bids opened.
May 26, 1961 - Contract awarded.
June 7, 1962 - Work started clearing crushing site.
July 2, 1962 - First workday charged.
August 14, 1962 - First day of placing surfacing material. 31 days had been charged by this time.
October 4, 1962 - PCC paving started; 64 days used.
November 30, 1962 - All PCC done, 85 days used.
May 20, 1963 - Start of AC paving and first workday charged in 1963.
July 19, 1963 - All major items completed other than 700 tons of AC on west side of rest area; 125 workday charged.
August 6, 1963 - Completion, 137 days charged.

Pertinent Facts:

1. Completion of prior grading contract delayed beginning of work. Grading contractor was Roy L. Houck Sons' Corporation.

2. Contractor's equipment and personnel were overtaxed with obligations on this and other active projects.

Equipment and men from this job were, during September, 1962, diverted to work for Lane County.

From July 2, 1962, the first workday charged, to August 14, 1962, the date of placing the first surfacing material, 31 charged workdays elapsed.

Referring to the contractor's specific reasons for an extension:

1. The final records show an underrun of 0.3 of 1 per cent on bid items. The overruns of 3,263 cubic yards of topsoil, 1,964 tons of 3/4"-0 material in base, and 255 tons of 3/4"-0 material in binder course are not considered valid reasons for an extension of time under the circumstances.

2. Over half of the extra work performed was done on non-workdays. Enough of the remainder was performed concurrently with contract items to eliminate any consideration for an extension of time because of extra work.

3. The charge of the 19 workdays which the contractor protested and termed unrealistic were carefully considered at the time of charging. No justification exists to change them at this time. This reason by the contractor for an extension of time cannot be considered.

In view of the above, we recommend no increase in the allowable time on this project.

Suggested rough drafts to the Bureau of Public Roads and the Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp
Attach.
cc L. H. Young

RECEIVED
FEB 27 1964
FOR FILING

[illegible]

5916

February 26, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed August 6, 1963, on Contract No. 5916. The contract was with Roy L. Houck Sons Corporation and was for paving on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 24, 1964, and that you concur in this procedure at the Commission meeting on March 12.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw fn

RECEIVED
FEB 24 1964

FOR FILING
[illegible]

5716

Salem, Oregon
February 21, 1964

Acceptance of Contract

Mr. L. P. Shaw
Asst. State Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission

> Contract No. 5716 with Roy L. Houck Sons Corporation for paving on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, completed August 6, 1963.

L. H. Young
Office Engineer

LHY:mb
cc Floyd Query
C. W. Nelson
F. D. Morgan

[illegible]

FOR FILING

January 27, 1964

Mercer Steel Company, Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Attention: Mr. Richard D. Hall

Gentlemen:

This is to acknowledge receipt of your letter of January 24 concerning the status of the two Roy L. Houck Sons' Corporation Contract Nos. 5312 and 5916.

These contracts have not yet been accepted by the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

MERCER
STEEL CO., INC.

Reinforcing Steel and
Building Specialties
[illegible]
[illegible]
PORTLAND 10, OREGON

January 24, 1964

State of Oregon
Oregon State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Subject: Oregon State Highway Contract No. 5812 and 5916
Roy L. Houck & Sons.

Gentlemen:

Your correspondence dated October 4, 1963 indicates that the subject contracts were completed on August 30th and August 6th, 1963 respectively. At that time you stated the Highway Commission had not accepted the jobs, nor had final payment been made to the General Contractor.

We would appreciate knowing at this time if the Highway Department has accepted these two projects and if so, would you please provide us with the date of acceptance.

We would also appreciate knowing if final disbursement has been made and if so, the date on which this final disbursement was made.

A prompt reply from you with reference to the above would be appreciated.

Sincerely,

Richard D. Hall
RICHARD D. HALL

RDH/m

Cc
please reply
FG

RECEIVED
JAN 27 1964
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
JAN 29 1964

FOR FILING

5916

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1964

SUBJECT: Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

Attention: Mr. L. W. Rulien

We are returning herewith the folder containing numerous claims (17) by the contractor Roy L. Houck Sons' Corporation.

We concur in your analysis that only the overrun of 3/4"-0 aggregates and removal of asphaltic concrete pavement placed for temporary opening of this section are the only claims with validity.

We also concur in your recommendation to offer the contractor, through Price Agreement, a lump sum agreement for settlement of all outstanding claims. Our Cost Section reviewed figures on removal of pavement and the attached sheet shows revision of this total from $601.73 to $666.48. With this revision, the total amount to be offered the contractor for settlement would be $1,419.30. After checking this revision, please prepare a Price Agreement and submit to the contractor for a settlement of all outstanding claims.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

NOTED
LLOYD P. SHAW

GLD:fp
Attach.
cc Lloyd Shaw
L. H. Young

RECEIVED
JAN 23 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 7 1964

FOR FILING

5916

Salem, Oregon
January 6, 1964

Mr. F. D. Morgan
Construction Engineer
OFFICE

This is to advise you that work was completed on Aug. 8, 1963, on Contract No. 5916, Goshen-Cottage Grove (Paving) Section in Lane County.

We request that your office return a signed copy of this letter indicating acceptance of the contract work, or listing any conditions below which would prevent acceptance of the project by the Highway Commission.

Third Notification, as of January 3, 1964, has been received. Contract work was accepted by the BPR August 26, 1963.

L. H. Young
Office Engineer

DBP:bb

Construction Division
Office Endorsement

Date:____________________

Conditions noted on above date:

Construction Engineer

FORM E-1 (REV. 5-62)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: Dec. 6, 1963

SECTION: Goshen - Cottage Grove

SECTION PREFIX: 620-1072

HIGHWAY: Pacific

COUNTY: Lane

NAME OF JOB: Goshen - Cottage Grove

KIND OF WORK: Paving

CONTRACTOR: Roy L. Houck Sons' Corp.

CONTRACT NUMBER: 5916

FEDERAL AID PROJECT NUMBER: I-5-3(23) 175

DATE OF CONTRACT: May 26, 1961

DATE WORK STARTED: June 7, 1962

ESTIMATED COMPLETION DATE: Aug. 6, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: None SUPERVISION:

SPECIFIED WORK DAYS: 130

WORK DAYS USED: 137

PERCENT OF TIME ELAPSED: 105

PROJECT AUTHORIZATION: $ 1,511,101.13

ENGINEERING AUTHORIZATION: $ 107,456.08

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 1,403,645.85

ENGINEERING COST TO DATE: $ 158,142.40

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,400,523.35

PERCENT OF AUTHORIZATION: 147 %

ESTIMATED PERCENT: OVERRUN UNDERRUN . . . . . 0.0 %

DATE PROJECT WAS COMPLETED: Aug. 6, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Fog		NOTED
MONDAY	"		JOHN R. OAKES
TUESDAY	"		
WEDNESDAY	"		DEC 9 1963
THURSDAY	Cldy AM Hvy showers PM		
FRIDAY	Showers		
SATURDAY	Fog AM cldy PM		

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final estimate records delivered to Division Office Dec. 6, 1963

The contractor still has some fencing to repair in connection with the Jackson Bar haul road before submission of 3rd notification or final report.

SIGNED C. C. Gall

ADDRESS 1410 Orchard St., Eugene, Ore.

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
DEC 9 - 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5416

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 27, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Goshen-Cottage Grove
Paving Project

Dear Sir:

Attached is a tabulation of cores taken from the portland cement concrete paving on the subject project showing two cores of the 29 which do not meet the specified tolerances for thickness. The number of cores taken meets your requirements for record sampling and as only two show lack of depth, the job is considered to be in substantial conformity to our plans and specifications.

The special provisions on this project call for coring the PCC slab at 1000-foot intervals in order to determine a penalty based on the average depth of a 5000-foot unit. The cores which have been taken indicate that the average depth of a 5000-foot unit would comply with our specifications and no penalty could be assessed. We, therefore, request your approval for eliminating the taking of the remainder of the cores to obtain one core for each 1000 feet of slab.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
LLOYD P. SHAW

Lloyd P. Shaw
Assistant State Highway Engineer

NOTED
R. L. PORTER

APPROVED DATE 12-2-63
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
Title Dist. Engr

Attachment

Copies To Young
Morgan
12-6-63

GOSHEN-COTTAGE GROVE SECTION

STATION	LOCATION	DEPTH TO CENTER OF WIRE MESH	PAVEMENT THICKNESS
41	5' Lt., N.B. ℄	2 3/8"	8 "
78	7" Rt., "	- - -	8 3/4 "
96	8' Rt., "	2 1/2"	8 "
119+85	7' Rt., "	2 3/4"	8 1/8 "
149	8' Rt., "	2 7/8"	8 1/2 "
170	5' Lt., "	3 1/4"	8 "
193	7' Rt., "	- - - -	8 1/8 "
203	7' Rt., "	3 1/4"	7 5/8 "
213	7-1/2' Rt. "	2 7/8"	8 3/8 "
226	5' Rt., "	- - - -	8 1/4 "
256	9' Lt., "	2 1/2"	8 "
279	7' Lt., "	2 3/8"	8 "
345	5' Rt., "	2 1/2"	8 1/8 "
365	7' Rt., "	2 7/8"	8 1/2 "
395+25	5' Lt., "	- - - -	8 "
416	8' Lt., "	3 "	8 1/4 "
440	4' Rt., "	3 1/8"	8 5/8 "
470	5' Rt., "	2 1/2"	7 5/8 "
478	5' Lt., "	2 5/8"	7 7/8"
503	8' Rt., "	2 3/4"	9 3/8 "
520	6' Lt., "	- - - -	9 "
550	8' Lt., "	2 7/8"	8 3/4 "
570	6' Rt., "	2 1/2"	8 1/4 "
585	8' Rt., "	2 5/8"	8 "
620	5' Lt., "	2 1/2"	8 1/2 "
635	7' Lt., "	2 7/8"	8 1/8 "
670	6' Rt., "	- - - -	8 1/2 "
695	7' Lt., "	2 7/8"	8 3/4 "
714	4" Lt., "	3 1/4"	8 1/4 "
	AVERAGE	2 3/4"	8 1/4 "

RECEIVED
AUG 16 1963

FOR FILING

5916

August 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 6, 1963, on Contract No. 5916, Goshen-Cottage Grove Section, in Lane County, in connection with Federal-Aid Project No. I-5-3(23)175.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date:____________________

A. W. Parsons
Division Engineer

[illegible]:rm
cc: N. S. Cox

RECEIVED
AUG 8 - 1963
FORM [illegible]

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5916

August 1, 1963

Mrs. Louise Yazzolino
Insurance Assistant
Georgia-Pacific Corporation
Equitable Building
Portland, Oregon 97204

RE: Railroad Protective Policy IM 27590
Goshen-Cottage Grove Section
Pacific Highway
Lane County
Contract No. 5916
Project No. I-5-3(23)175

Dear Mrs. Yazzolino:

This is in reply to your letter of July 30, 1963 concerning Rail-Road Protective Liability Insurance Policy IM 27590, Lloyds of London, which expired on July 1, 1963.

Work on this project by Roy L. Houck Sons' Corporation in so far as the railroad is concerned has been completed and work on the entire project has been completed with the exception of minor clean up work. Therefore, renewal of this policy should not be necessary.

Very truly yours

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
cc R. L. Porter
Lloyd Shaw
L. H. Young
C. H. Maison
L. R. Chandler

RECEIVED
AUG 2 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 20 1963

FOR FILING

[illegible]

5916

June 11, 1963

Mr. Don Mason, Manager
Cottage Grove Chamber of Commerce
Sunshine Plaza
634 Jefferson Avenue
Cottage Grove, Oregon

Dear Mr. Mason:

Reference is made to your letter of June 3 forwarding the concern of your Chamber of Commerce Highway Committee over the closure of the two northbound lanes of I-5 between Goshen and Cottage Grove so that the contractor may complete the shoulder paving and other construction items.

Completing the necessary construction under traffic would not only be impracticable but would also be a hazardous undertaking. To have the facility open for four-lane operation for a portion of the day and for two-lane operation the remainder would, in our opinion, develop confusing operational elements that do not now exist.

Signs in sufficient number have been erected so that it is hard to understand how any motorist could feel he was driving on other than a two-lane facility. During the remainder of the construction period, we fervently hope that motorists will observe these signs and be directed by them.

It is not known the exact date that this contracted work will be completed but it is the Department's intention to do everything possible to finish the construction in an expeditious manner. It is anticipated that the July 20 date mentioned in your letter will be met with some time to spare.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Governor Hatfield - with copy of Mason's June 3 letter
Mr. Forrest Cooper
Mr. Lloyd P. Shaw
VDW:hlb/RLP:ms Mr. Victor D. Wolfe Mr. F. D. Morgan Mr. L. R. Chandler

COTTAGE GROVE CHAMBER OF COMMERCE
SUNSHINE PLAZA · 634 JEFFERSON AVE. · COTTAGE GROVE, OREGON · PHONE 942-2411

3, June, 1963

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
State Highway Department
Salem 10, Oregon

Dear Mr. Shaw,

The Highway Committee of the Chamber of Commerce asked me to convey their concern in the interstate 5 closeure. They realize the work must be completed, but feel it is quite apparent the State Highway Department has been placed in a very poor position by the contractors, in regards to the closing of this very heavily traveled section.

The State of Oregon (travel information department) has spent thousandsof dollars attracting tourist trade to visit our State. Now just as they begin to arrive the Highway Department all but puts a Road Block at the Cottage Grove Door. And the one attraction that people come from all over the United States to see, is next to impossible to get into coming from the south, poorly signed and etc.

If this section remains closed until the 20 of July date or later, it will mean many dollars not coming into Cottage Grove.

Is there any reason why this section could not be reopened and have one lane of traffic during the day and two at night? And to have flagmen to control the traffic flow - this would give the contractor(who seem to have no concern with tourist traffic or safety) a chance to complete their job. This system is carried out in other places, WHY NOT HERE?

My second point is safety: increases in traffic accidents and deaths on this section have been very large - but were greatly reduced when this section was opened to four lane. It seems to this committee and myself this one point should call for some evaluation of present proceedures. Your earliest reply would be appreciated.

Sincerely,

Don Mason
Don Mason, Manager
Cottage Grove Chamber of Commerce

RECEIVED
JUN 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

M:dw
cc Forrest Cooper
Governor Hatfield

FORM [illegible]

COMMISSION
GLENN L. JACKSON, Chairman
MEDFORD
KENNETH N. FRIDLEY, Member
WASCO
DAVID B. SIMPSON, Member
PORTLAND
FLOYD QUERY, Secretary
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
[redacted] R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 29, 1963

Mr. Donald Mason, Manager
Cottage Grove Chamber of Commerce
Sunshine Plaza
Cottage Grove, Oregon

Dear Mr. Mason:

I have been requested to furnish you with information as to our scheduling of operations on the Goshen to Cottage Grove sections.

You are well aware that we closed the portion between Creswell and Cottage Grove some time ago to allow the contractor to prepare the shoulders for asphaltic concrete pavement. Since this closure, the contractor has prepared portions of the shoulders, has been grinding the portland cement concrete to required tolerances, and has commenced paving of the right-hand shoulder of the northbound lane and legs of the interchanges at Cottage Grove and Creswell.

On Monday, June 3, the entire section between Goshen and Cottage Grove will be closed so that the contractor can prepare the shoulder areas for paving through the entire length. He will continue paving the right-hand shoulder through the Creswell Interchange to Goshen and return on the left-hand shoulder to Creswell. It is anticipated that this will take three to four weeks to complete and upon completion, the section between Goshen and Creswell will be reopened to traffic. The contractor will then continue in a southerly direction completing the paving of the left-hand shoulder of the northbound lane to the Cottage Grove Interchange. It is anticipated that it will require approximately three additional weeks to complete this work and other details of construction so that the entire project may be opened. The estimated opening date is July 20, or later, depending on weather and other unpredictable factors.

It is hoped that this information will suffice.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

RECEIVED
JUN 4 - 1963

FOR FILING

59.6

R Porter

AAM

C ON MCE RSB 10 6-3-63 1 222P

F D MORGAN
I A DEFRANCE

CRESWELL-GOSHEN NORTHBOUND LANES CLOSED AT 2 PM TODAY.

L W RULIEN
DS 8,. --.

NOTED
R L PORTER

RECEIVED
MAY 31 1963

FOR FILING
[illegible]

5916

May 29, 1963

Mr. Donald Mason, Manager
Cottage Grove Chamber of Commerce
Sunshine Plaza
Cottage Grove, Oregon

Dear Mr. Mason:

I have been requested to furnish you with information as to our scheduling of operations on the Goshen to Cottage Grove sections.

You are well aware that we closed the portion between Creswell and Cottage Grove some time ago to allow the contractor to prepare the shoulders for asphaltic concrete pavement. Since this closure, the contractor has prepared portions of the shoulders, has been grinding the portland cement concrete to required tolerances, and has commenced paving of the right-hand shoulder of the northbound lane and legs of the interchanges at Cottage Grove and Creswell.

On Monday, June 3, the entire section between Goshen and Cottage Grove will be closed so that the contractor can prepare the shoulder areas for paving through the entire length. He will continue paving the right-hand shoulder through the Creswell Interchange to Goshen and return on the left-hand shoulder to Creswell. It is anticipated that this will take three to four weeks to complete and upon completion, the section between Goshen and Creswell will be reopened to traffic. The contractor will then continue in a southerly direction completing the paving of the left-hand shoulder of the northbound lane to the Cottage Grove Interchange. It is anticipated that it will require approximately three additional weeks to complete this work and other details of construction so that the entire project may be opened. The estimated opening date is July 20, or later, depending on weather and other unpredictable factors.

It is hoped that this information will suffice.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan

JFP:bjh: ajw

RECEIVED
MAY 23 1963

FOR FILING

7 [illegible]

May 23, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 13, covering the temporary repair of an equipment pass on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916 in connection with Federal-Aid Project No. I-5-3(23)175.

The equipment pass at Station 473 could not be completed during last construction season. Necessary use this winter has broken the floor down, due to excessive wet weather. Temporary repair was started May 8, 1963, to make the pass useable. Copies of the Resident Engineer's letter regarding the conditions are attached.

This work has been verbally recommended for approval by the BPR Area Engineer. Your approval to include the emergency work of May 8, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
JAN 30 1963

FOR FILING

I 5-3 (23) 175+

1916

16

January 29, 1963

Mr. Alex E. Mann, Office Manager
Convoy Company
Post Office Box 9524
Portland 10, Oregon

Dear Mr. Mann:

In reply to your letter of January 18, the opening of our new facility between Goshen and Creswell and Creswell to Cottage Grove will not reduce the mileage in this section.

The new work that was opened in this section was merely a four-laning of the existing two-lane highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan

DJB:jd: ajw

PLEASE RETURN TO
LLOYD P. SHAW

Convoy Company

MAIN OFFICE: 3900 N. W. YEON AVENUE, P. O. BOX 9524 • PORTLAND 10, OREGON • CA 2-9841

January 18, 1963

SHAW

TRAFFIC OFFICE:
DETROIT

TERMINALS:
DENVER
LAUREL
LOS ANGELES
PORTLAND
SALT LAKE CITY
SAN JOSE
SEATTLE
SPOKANE

State of Oregon
State Highway Department
Salem, Oregon

Dear Sirs:

We note that there has recently been opened 13.7 miles of new highway between Goshen and Creswell, and that in the very near future a completely new highway section between Cottage Grove and Creswell will be put into use.

Would you please advise us of the net savings in mileage that will be effected when this full stretch of road is put into operation. Thank you.

Very truly yours,

Alex E Mann

Alex E. Mann
Office Manager

Porter

AEM:ml

RECEIVED
JAN 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 21 1963
OREGON
STATE HIGHWAY COMMISSION

MOTOR VEHICLE TRANSPORTERS SERVING THE WEST

RECEIVED
JAN 29 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-5-3(23)175

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 29, 1963

Mr. Holly Holcomb
Deputy Superintendent
Oregon State Police Dept.
Public Service Building
Salem, Oregon

Dear Mr. Holcomb:

Following is notification of action taken by the State Highway Commission at its meeting of January 22 with respect to a speed zone:

Goshen-Divide Highway - # 226 - US99 (old highway)

45 MPH ... between a point 425 ft. north of the main entrance to the Weyerhauser lumber Company (M.P. 16.84) and a point 100 ft. south of the main entrance to the lumber company (M.P. 16.94).

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

by

J. Al. Head
Assistant Traffic Engineer

njc

cc: Tom Edwards
R. L. Porter
Floyd Query

RECEIVED
JAN 29 1963
FOR FILING

I-5-3.(23)175
559.16

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1963

SUBJECT: Savings to Motoring Public
Goshen-Cottage Grove Section
Interstate 5

To: J. Al. Head
Assistant Traffic Engineer
Office

In accordance with your verbal request, we have computed the estimated daily savings to the motoring public which have been brought about by the opening to 4 lanes of the section of Interstate 5 between Goshen and Cottage Grove.

The following assumptions were made:

> The estimated ADT for this section was 9,000 vehicles.
> This ADT was broken down into 81.5 percent light vehicles and 18.5 percent trucks.
> The estimated speed for the light vehicles was 50 miles per hour before and 55 miles per hour after.
> The estimated speed for trucks was 45 miles per hour before and 50 miles per hour after.
> The length of the section was 1[illegible]71 miles.

From the above values the following savi[illegible] were derived:

Driving Time Minutes

	Before	After	Savings
Light Vehicles	16.44	14.94	1.50
Trucks	18.30	16.44	1.75

Daily Savings

	A.D.T.	Hr. Per Trip	$ Per Hr.	Savings
Light Vehicles	7,335	0.025	1.80	$ 330
Trucks	1,665	0.031	2.40	124
Total	9,000			$ 454
Estimated Savings in reduction of accidents				375
Total Daily Savings				$ 829

R. C. Blensly
Planning Survey Engineer

NOTED
TOM EDWARDS

[illegible]

RECEIVED
JAN 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JAN 1 4 1963
FOR FILING

5916

January 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering the reshaping of shoulders to allow traffic to use 4 lanes during winter on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

This work is to cover the blading from the shoulder area along new pavement, the material to be used in preparing the base for the asphalt pavement connections, Cottage Grove, Creswell and Goshen.

In addition it will be necessary to pull a small amount of leveling course material from the completed shoulders throughout the length of the project up against the edge of the portland cement concrete pavement. In the spring, this material will be bladed back onto the shoulders to prepare them for paving.

This work was verbally recommended for approval by the BPR Area Engineer, December 10, 1962. Your approval of the Order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

CT:bb

Enc.

RECEIVED
DEC 20 1962
FOR FILING

December 19, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11 covering excavation below subgrade on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

After placing the surfacing and hauling over the section in the vicinity of the Saginaw Interchange, failures developed in the subgrade. Excavation of the unsuitable material and backfill with rock is necessary to stabilize the grade.

This was first checked with the BPR District Engineer November 1, 1962, and the Field authorized to proceed as an emergency measure. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

DBP:mb
Enc.

R. L. Porter

RECEIVED
DEC 19 1962
FOR FILING

I-5-3 (23) 175

5916

CONSTRUCTION DIVISION
RECEIVED
DEC 10 1962
NOTED

7 December 1962

LLOYD P. SHAW

L. W. Rulien
Assistant Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Re: Opening Northbound
Lanes to Traffic
Goshen-Cottage Grove
Contract No. 5916

Dear Sir:

Reference is made to your letter dated December 4, 1962 regarding our meeting on November 19, 1962 and relative to the opening of the Northbound lanes to traffic on the above mentioned project.

Since our discussion, a situation has arisen which may cause a delay in previous estimations on which your procedure of operational undertakings and timetable may have been based. This letter is meant to inform you of these events.

1. In the past week the Coast Fork of the Willamette River rose to a flood stage level causing severe washouts along our haul road to and from the base rock stock pile located West of the existing highway. The possibility of replacing the pipe and backfill material to restore this haul road to a usable condition would be a gamble at this time of the year. Historically, this area is noted for its flash floods prior to January 15th, or until the upper areas are effected by the freezing level.

We submit that no attempt be made to restore this haul road until the Coast Fork of the Willamette River water table has dropped sufficiently to assume future washouts improbable.

2. The PCC longitudinal sawing is progressing at a slower pace than that which was anticipated and will keep the area south of the shop area closed for any operation until approximately December 14th.

3. We are now 75% completed with our center line sawing, transverse [illegible]ion joints in the PCC pavement (force account number 14) will [illegible] early next week, per your instructions. We caution you that this material is not stable, and will pull out from the crack very easily. We will not be responsible for any part of the application of this joint sealer, however, we will follow your instructions as to its application.

In general, considering the work in progress as well as the work to be accomplished, I regret that there is little hope of seriously considering a trucking operation for shoulder and asphalt work prior to the first of the year. We should be able to accomplish everything else prior to this time, ie; sawing, expansion joint filler, blading and rolling preparatory to the shoulder spreader work, pickup concrete waste from strikeoff machines, prepare shoulder bridge ends, and the sweeping of all bridges.

As I have discussed with you on previous meetings, we strenuously protest the opening of this contract to the motoring puplic but realizing your desire to do so we wish to accomplish your intentions in every way that is practical and economically just.

If you wish to discuss this matter further please contact me at your earliest convenience.

Very truly yours,

J. E. Houck

J. E. Houck
Secretary-Treasurer

cc: F. D. Morgan
C. C. Gali ✓

JEH/tu

ROUTED
LLOYD F. SHAW

RECEIVED
DEC 10 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 3 1962
FOR FILING

5916

November 30, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 10 covering extension of culverts on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

The existing ramps at the Cottage Grove Interchange are being reworked. The distribution of materials from this source is being used to obtain flatter or improved contoured slopes in the interchange.

This work order will require the extension of one 18-inch concrete pipe and one 15-inch corrugated metal pipe which were installed under the grading contract. Three culvert end sections will be salvaged and reinstalled. This work is necessary to accomplish the desired slopes.

The proposed revisions were verbally recommended for approval by the BPR Area Engineer on November 23, 1962. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
NOV 29 1962
FOR FILING

5916

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 27, 1962

SUBJECT: Goshen-Cottage Grove, Paving
Opening to Traffic

To:

MEMO TO THE FILES

Regarding the attached Memorandum received from L. W. Rulien, Assistant Division Engineer, Roseburg, this is to record that Division 3 will write a letter concerning Items 1 on Page 2 and Item 6 on Page 3. This letter is to state that the Highway Department will direct the contractor to perform this work and will guarantee that the northbound lanes may be closed to traffic when the contractor proposes to finish shoulders on the northbound lanes.

This is also to record that Price Agreements, State Force Orders and Extra Work Orders are to be prepared by Division 3 to cover the AC paving to be done during the months of November and December, the signing to be performed by State crews, erection in November or December and dismantling sometime next spring and an Extra Work Order to cover the blading and rolling of 3/4 material in the shoulder areas. A Price Agreement should also be made to cover the cost of the increased liability insurance to cover the contractor during the months the northbound lanes are placed under traffic.

F. D. Morgan
Construction Engineer

FDM:fp
Enc.
cc R. L. Porter ✓
L. R. Chandler

RECEIVED
NOV 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

[illegible], Oregon
Nov. [illegible], 1962

SUBJECT: [illegible]-[illegible] Grove, Paving
[illegible]

To: MEMO TO THE FILES

On Monday, November 19, 1962, a meeting was held on the Goshen-Cottage Grove paving project, [illegible] Pouck, Sr., Carlos I. Pouck, [illegible] [illegible]all, and [illegible], relative to [illegible] northbound lanes [illegible] Cottage [illegible].

The work necessary to prepare this section for traffic consists of:

(a) Preparing the base and [illegible] asphalt concrete at:

1. Goshen
2. North Creswell
3. South Creswell
4. Cottage Grove

This work consists of laying approximately 1200 tons of asphaltic concrete.

(b) Closing a 61½ foot gap in the Portland Cement concrete at Cottage Grove and pouring 20 impact panels at bridge ends throughout the project.

(c) Bringing the base rock on the shoulders to grade and placing ¾"-0 leveling course materials on shoulders throughout the length of this section.

(d) Pulling sufficient ¾"-0 material up against the Portland Cement concrete edge to avoid any drop off.

11-23-62
Send copy to Porter
BPR.

11-25-62
MKlebre

CONSTRUCTION DIVISION
NOV 23 1962

(e) Place Prestite joint filler [illegible] joints throughout this project.

(f) Place temporary sight posts, signs, and miscellaneous delineators throughout the project.

Our discourse was long, involved, and consumed some several hours, and also was shot through with difficulties which the Houck's could foresee to their operations, all of which allegedly leads to increased costs to the Houck Corporation. However, this much is proceeding as of this date:

1. They [illegible] the [illegible] at the various temporary connections.

2. They are forming, preparing, and placing steel in the impact panels and will proceed with the pour utilizing a 7½ sack mix as soon as weather permits. As of this writing, it appears that this operation may commence on Monday, November 26.

3. They have contacted Wildish and will furnish us with a price for AC for our consideration as soon as possible. I would estimate we should hear on this Friday, November 23.

4. As soon as the cure on the concrete and impact panels will allow them to haul rock, they will proceed with their shoulder preparation.

5. They have ordered a clean cut saw for the joint filling and will commence towards undertaking this work, however, I could obtain no date.

The following are items which they indicated would be necessary if this section is to be opened to traffic:

1. They insist on a letter directing them to open the section to traffic so that they may reply to this letter and indicate that they are doing this under protest. ✓

2. They will prepare the shoulders for AC paving and, should soft spots be encountered during this preparation work which should cause them extra expense in undertaking this work at this time of year, they propose that we pay for the extra expense.

Div. III to write letter [illegible] P.A. St. Fig. [illegible]

Baker, [illegible]
Cont. 11 [illegible]
Yes

Yes E.W.K.

3. After the shoulders [illegible] stand the costs of [illegible] some [illegible] [illegible]ered, we must come spring we must [illegible] the cost [illegible] the [illegible] and [illegible] the shoulders to a condition suitable for paving.

Yes if usable

4. If they are not with [illegible] aggregates which they have already produced, we will be expected to purchase an amount of these aggregates equal to the amount utilized in the [illegible] obtained from [illegible]dish.

Yes

5. We will stand the cost of placing sign posts, etc. necessary for traffic and will also remove these items so that they are not in the way of their operations next summer.

OK. with dispatch

6. [illegible] for the conc[illegible] of their oper[illegible] [illegible] lanes adequately compensated for additional costs which [illegible] in working under traffic. (This, I believe, is [illegible] in sticking, since so many of these costs are indefinite and [illegible] possible [illegible] own. I advised them that it was my understanding that traffic [illegible] be placed back on the ~~northbound~~ Southbound lanes.)

OK.

7. They feel it necessary, [illegible] lanes are placed under traffic, to carry additional [illegible]ce. They stated a million dollar liability policy at an estimated cost [illegible] $[illegible] to $1000.00, and this they would expect to be paid for.

The above are the major items [illegible] received [illegible]. [illegible] I do not believe that any of them are insurmountable if they are clearly understood and worked out in advance.

I believe the bulk of the trouble will be eliminated if we can return traffic to the southbound lanes at such time as they are ready to finish this project next year. [illegible] advised the Houcks that it would be most desirable to prosecute the [illegible] and prepare the section from Goshen to Creswell for opening as a first order of business, and that the section from Cottage Grove to Creswell could then follow.

I attempted repeatedly to work out some type of a schedule, even in a very tentative manner, but was unsuccessful. However, with some kind of a break in the weather, and keeping in mind the necessary work to be performed, it appears to me that the earliest possible date for opening the section from Goshen to Creswell (also, assuming a modicum of cooperation from the Houck Corporation) would be December 21, and the remaining section, that is, the portion from Creswell to Cottage Grove, a couple of weeks later.

a little small quantity

L. W. Rulien
Asst. Division Engineer

cc: F. D. Morgan (2)
C. C. Gall

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NOV 16 1962
FOR FILING

FORM E-30X—50M—5-62 43900

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1962

To: MEMO TO THE FILES

SUBJECT: Goshen-Cottage Grove Section
Pacific Highway
Contract No. 5916

At this time every indication points toward completion of the portland cement paving on the above project.

The following figures and costs have been discussed to determine the cost of major items to open this section to traffic during the winter season.

At Goshen	- 240 tons AC @ $6.34 -		$ 1,521.60
At Creswell	- 480 tons AC @ $6.79 -		3,259.20
At Cottage Grove	- 420 tons AC @ $7.51		3,154.20
(For 2" depth)	1140		$ 7,935.00
		+15%	1,190.25
			$ 9,125.25
Less Houck's bid price - 1140 tons @ $5.31			- 6,053.40
(Bureau participation)			$ 3,071.85
Temporary signing (Est. from traffic)			3,000.00
		TOTAL	$ 6,071.85

The prime contractor is not in position to supply asphaltic concrete at this time. The above prices are those quoted by Wildish Construction Company at Eugene.

The Bureau of Public Roads will not participate in any item except that which remains as a permanent part of the improvement, such as asphaltic concrete.

NOTED
R. L PORTER

The prime contractor's objections, real or imaginary, his unforeseen additional claims, valid and invalid, will not be known until contacted. The Division will make this contact in the near future, using the above AC prices.

G. L. Decker
Field Construction Engineer

GLD:bjh

cc: R. L. Porter
L. R. Chandler

RECEIVED
NOV 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 9 1962
FOR FILING
[illegible]

5916

Salem, Oregon
November 9, 1962

Goshen-Cottage Grove Section
Pacific Highway
Lane County

Mr. L. R. Chandler
Division Engineer
Roseburg

We are advised that the contractor, Roy L. Houck and Sons, expects to complete the concrete pavement Saturday, November 10, but that he is short some 80 reinforcing steel mats for the job. The Mercer Steel Company has proposed to substitute mats made up in its shop, using 3/8" deformed bars for longitudinal members, this substitution to be at no additional cost to the State. We have approved this substitution.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. F. D. Morgan
Mr. G. W. Marra

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Cont. NOV 29 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET . . . OF . . . . . . SHEETS

Goshen [illegible]

Pacific Hwy.

Lane County

Portland Concrete Cores

620-1072

5911

Lab No.	Date Rec [illegible]	Sample [illegible]	Sta	Offset [illegible]	Thickness Core	Dis. surf. to [illegible] Steel	Date laid	
616971	10-22-62	50	41+00	5' Lt	8"	2½"	10-4-62	
		51	73+00	7' Rt	8½"	—	10-5-62	
		52	119+85	9' Rt	8½"	2¾"	10-17-62	

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FOR FIL
7
5916

November 5, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering transverse joints (contraction joints) in portland cement concrete pavement on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

This work will require the cleaning out of all loose material or foreign matter, resawing if necessary and blowing out with compressed air existing sawed joints and fill with Prestite No. 67, Federal Specification SS-S 158 A, a cold mix application of readymix liquefied type.

The contractor would not quote a price for this work so we will have to do the work by Extra Work Order.

This work was verbally recommended for approval by the BPR Area Engineer, October 31, 1962. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
OCT 11 1962
FOR FILING

5916

October 11, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 7, 1962, on Contract No. 5916, Goshen-Cottage Grove Section, in Lane County, in connection with Federal-Aid Project No. I-5-3(23)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

RECEIVED
OCT 11 1962
FOR FILING

5916

October 11, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering extra reinforcement in panels at bridge ends on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

Extra reinforcement in portland cement concrete panels at bridge ends is necessary to conform to the latest specifications and to prevent failures. This has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
OCT 8 1962
FOR FILING

5916

October 8, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering adjustment of poles and lighting on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

Two poles to be removed, Stations 30+18 and 31+95, were not shown on the plans. Their removal is necessary to clear for grading.

The two poles at Stations L-709+00 and C-710+74 were not shown on the plans. It is necessary to remove and reinstall the poles to conform to the new construction and to extend the conduits and wiring for lighting.

This work was verbally recommended for approval by the BPR Area Engineer October 1, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
1962
FORM E-30 50M 11-61 40230
FOR FILING

5716

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1962

SUBJECT: Governor Hatfield's request. Adequate warning to motorists of 2-lane operation. Goshen-Cottage Grove Section

To:

Mr. R.L. Porter
Assistant State Highway Engineer
Building

I am sending herewith a log on which is shown the existing signing and that which is to be installed on the subject section. This signing is to be installed in the near future and should provide ample warning to the motorist that he is on a 2-lane two-way highway operation.

When our paving project, which is under way, is stopped for the winter, we will again review this particular section of highway throughout its entire length and determine if any additional precautions will be required. You will be notified at that time.

F.D. Morgan
Construction Engineer

By
FBKlaboe
F.B. Klaboe
Assistant Construction Engineer

RECEIVED
OCT 3 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

GKA:jp
Enclo.
cc: F.B. Crandall
Tom Edwards
L.R. Chandler

OREGON STATE HIGHWAY DEPARTMENT

September 27, 1962

Sign Installation Log of Pacific Highway

Goshen - Divide Section

M. P.	Right / Left	
130.71	Centerline	Begin Two Lane Roadway
130.71	Right	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
131.46	Right	Existing "TWO WAY TRAFFIC" " KEEP RIGHT"
131.46	Left	Install "TWO WAY TRAFFIC"
132.38	Right	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
132.38	Left	Install "TWO WAY TRAFFIC"
133.09	Right	Existing "TWO WAY TRAFFIC"
133.09	Left	Install "TWO WAY TRAFFIC"
134.28	Right	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
134.28	Left	Install "TWO WAY TRAFFIC"
134.78	Left	Existing "TWO WAY TRAFFIC"
135.28	Left	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
135.57	Centerline	Undercrossing (Creswell)
136.11	Right	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
137.09	Right	Install "TWO WAY TRAFFIC"
137.09	Left	Install "TWO WAY TRAFFIC"
138.10	Left	Install "TWO WAY TRAFFIC"
138.10	Right	Install "TWO WAY TRAFFIC"
139.11	Right	Install "TWO WAY TRAFFIC"
139.11	Left	Install "TWO WAY TRAFFIC"
140.11	Right	Install "TWO WAY TRAFFIC"
140.11	Left	Install "TWO WAY TRAFFIC"
141.02	Right	Install "TWO WAY TRAFFIC"
141.21	Left	Install "TWO WAY TRAFFIC"
141.64	Centerline	Saginaw Undercrossing
142.07	Right	Install "TWO WAY TRAFFIC"
142.07	Left	Install"TWO WAY TRAFFIC "
143.12	Left	Install "TWO WAY TRAFFIC"

Sign Installation Log of Pacific Highway
Goshen - Divide Section
Continued

M.P.	Right / Left	
143.66	Centerline	Cottage Grove Overcrossing
143.76	Right	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
144.86	Right	Install "TWO WAY TRAFFIC"
144.86	Left	Install "TWO WAY TRAFFIC"
145.70	Right	Install "TWO WAY TRAFFIC"
145.70	Left	Install "TWO WAY TRAFFIC"
147.07	Right	Install "TWO WAY TRAFFIC"
147.07	Left	Install "TWO WAY TRAFFIC"
148.00	Right	Install "TWO WAY TRAFFIC"
148.00	Left	Install "TWO WAY TRAFFIC"
148.76	Left	Existing "TWO WAY TRAFFIC" "KEEP RIGHT"
148.98	Centerline	Begin Divide Interchange

Salem, Oregon
September 19, 1962

Mr. F. D. Morgan
Construction Engineer
Building

The Governor has inquired as to the possibilities for the completion of the Goshen-Cottage Grove Section this year. He has been informed that the opening of this section to traffic will probably not be before 1963. He has made the following request: "That our signing be designated to provide maximum warning to motorists of the two-lane operation involved. That the Highway Department take every precaution to avoid accidents that might be occasioned by this two-way operation."

Would you please take this as a personal assignment and see that a plan is developed for adequate signing and that every safety measure that is possible is put into effect. When this is accomplished, please let me know.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

RECEIVED
P 26 1962

FOR FILING

5916

477 Cottage Street NE
Salem, Oregon

September 24, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(23)175, Goshen-Cottage Grove
Section, Pacific Freeway

Receipt of your letter of September 17, 1962 requesting our concurrence in recognizing the acceptability of 3/4"-0" material with fractures less than 90% for use in sand blanket, subject project, is acknowledged.

We recognize the unnecessarily restrictive nature of such a fracture requirement for the use intended and concur in your feeling that it is acceptable for the use suggested.

We also wish to suggest that consideration be given to modify the specifications on future projects to provide for the reduced fractures.

original To Morgan
Copy To Young
9-26-62

NOTED
[illegible] PORTER

9

RECEIVED
SEP 14 1962
FOR FILING

1-5.3(23).175

5916

Salem, Oregon
September 11, 1962

Tom Edwards
R. L. Porter

At the Cabinet Meeting, this date, the Governor asked me if the paving on the Goshen-Cottage Grove section would be completed in the fall of 1962. I told the Governor that this was extremely doubtful which did not please him.

The Governor made this request, which I wish you would both take cognizance of: That our signing be designed to provide maximum warning to motorists of the two-lane operation involved, wherever it might be, and that every precaution be taken to avoid accidents occasioned by the two-way operation.

I will be glad to discuss this with you if you wish.

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
Victor D. Wolfe

Copy - Widdows } send
+ Crandall } 9-18-62

9

RECEIVED
SEP 14 1962
FOR FILING

1-5.3(23).175

5916

Salem, Oregon
September 11, 1962

Tom Edwards
R. L. Porter

At the Cabinet Meeting, this date, the Governor asked me if the paving on the Goshen-Cottage Grove section would be completed in the fall of 1962. I told the Governor that this was extremely doubtful which did not please him.

The Governor made this request, which I wish you would both take cognizance of: That our signing be designed to provide maximum warning to motorists of the two-lane operation involved, wherever it might be, and that every precaution be taken to avoid accidents occasioned by the two-way operation.

I will be glad to discuss this with you if you wish.

Forrest Cooper
State Highway Engineer

FC in

cc G. S. Paxson
Victor D. Wolfe

Copy - Widdows } send
Crandall } 9-18-62

RECEIVED
SEP 4 1962
FOR FILING

August 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the regrading of Gettings Creek Rest Areas on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

This work is necessary to enlarge the parking areas. As designed, the parking areas are not large enough to accommodate cars and trucks which will be using them.

The contractor has refused to negotiate a price agreement at contract prices, therefore the work will be done on force account basis.

This work has been recommended for approval by the BPR Area Engineer and the Field authorized to proceed as of August 29, 1962 in order to have areas ready for paving.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
G 22 1962
FOR FILING

August 21, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering State's share of flagging on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 22 1962
FOR FILING

5916

August 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering directional signing on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-Aid Project No. I-5-3(23)175.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This work is in accordance with the Special Provisions and was an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 17 1962
FOR FILING

5916

August 16, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 35-mile-per-hour construction speed zone on the Pacific Highway between M. P. 139.4 and M. P. 140.0 in Lane County.

This restriction was placed in effect at 8:00 a.m., August 10, and is necessary because of highway construction on the Goshen-Cottage Grove Section of the Pacific Highway.

This matter will be on the agenda for your consideration at the September 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Victor D. Wolfe
F. B. Crandall
Tom Edwards

VPJ:pk hlb

RECEIVED
AUG 14 1962
FOR FILING

NOTED
R. L PORTER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1962

5916

SUBJECT: Gettings Creek Safety Rest Area
Goshen-Cottage Grove Section
Contract no. 5916

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Enclosed find copies of a letter written by our Landscape Engineer, Mark Astrup, two copies of preliminary estimates made by our Urban Design section and a sketch map showing the work to be performed in enlarging the parking area in this rest area.

We have checked with the Bureau of Public Roads people and they inform us that they will recommend approval for the costs of this enlargement. Please, therefore, check over the preliminary estimate and after having done so execute a Price Agreement with the contractor at bid prices to perform the work that will be required in accordance with the enclosed plan.

F. D. Morgan
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
encs.
cc: R. L. Porter ✓

RECEIVED
AUG 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 31 1962
FOR FILING

5916

July 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering resloping the shoulder of the southbound lane on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal Aid Project No. I-5-3(23)175.

This work is necessary to complete the blending of the shoulder and median. No work was anticipated or provided for on the southbound lane. Irregularities are to be bladed to form a neat meet line with the median and large rocks removed. A copy of the Resident Engineer's explanation of the work is attached.

The work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. R. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5916

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 26, 1962

Mr. Roy L. Houck, Sr.
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: Goshen-Cottage Grove Section
Contract No. 5916
and
Rice Hill-No. Oakland Junction Section
Contract No. 5812

Dear Mr. Houck:

During our meeting in the State Highway Department offices on April 24, 1962, you stated that you had not been informed officially that the contraction joints on these two projects would be sawed joints and, further, that the joints specified in the contract would be eliminated. This letter will serve as formal notice to you to proceed on the basis of sawing all contraction joints on these projects and to eliminate the items for contraction joints contained within the contracts.

Since we have been unable to reach a satisfactory Price Agreement for performing this work, it will be performed on a Force Account basis. Please make immediate arrangements to provide an adequate 2-blade gang saw and necessary supporting equipment for the projects. We also will require that you have a single blade target saw, in good working order, on hand as a standby piece of equipment.

We are working up the Force Account Orders and you will receive your copies of them in the very near future.

Very truly yours,

F. D. Morgan
Construction Engineer

By Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
APR 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:bjh
cc: G. S. Paxson
R. L. Porter
L. R. Chandler

NOTED
R. L. PORTER

RECEIVED
APR 26 1962
FOR FILING

5916

April 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering sawed contraction joints on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 5916, in connection with Federal-aid Project No. I-5-3(23)175.

The new technique used in sawing contraction joints in concrete pavement eliminates many of the difficulties formerly encountered. It also provides a smoother riding surface than the contraction joints specified. The estimate of increase in the project cost of $9,140.00 is justified for this reason and the fact that there will be no maintenance of joints.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

5916

March 5, 1962

Mr. C. C. Gall
Resident Engineer
Oregon State Highway Department
1410 Orchard Street
Eugene, Oregon

Re: Goshen-Cottage Grove Section
Paving--Contract #5916

Dear Sir:

In reference to your letter of March 1, 1962, and attached letter of Mr. Chandler dated February 23, 1962, I am writing this letter to serve vigorous protest and interpret this action by you as forcing us into financial loss for your benefit.

It is our position that the grading contract is not completed, and unless the grading contractor completes his portion as planned and anticipated, prior to the acceptance of our bid proposal to the Oregon State Highway Commission, we cannot and will not, unless directly ordered by the charging of work day, and written authority by the grading contractor, trespass on his contract.

In your letter, Mr. Gall, you state that aggregates may be produced now. Granted they could be produced now, but without any question, never at 60% efficiency. As you were advised last summer, and now I repeat--it is anticipated that we will use the Jackson Bar for plant set up and aggregate production. If you have been in the before-mentioned area, you will note that the Bar is three-fourths covered with water, and has the highly hazardous flood water condition. I do not believe, after property investigation by your department, that you could expect us to move in to this area and force these hazardous conditions on us and our personnel for your own gain.

In considering all the facts mentioned above, and my knowledge of our contract, and after investigation of the Bar and crushing site made available, and the hazards involved in aggregate production at this time, I do not understand the grounds of any justifiable work day charge, and wish to go on record at this time to vigorously protest the charging of any work days prior to the completion of the grading contract and working conditions are safe.

Very truly yours,

Vice President
ROY L. HOUCK SONS' CORPORATION

REFERRED TO
Porter

cc: Morgan
cc: Chandler

advise

Mr. Cogan

This is in response to our request that the contractor start producing aggregate so that the paving may be completed this season. I am of the opinion that the contractor does not plan to start paving until the base itself is [illegible]

F. C.

RECEIVED
MAR 6 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, Chairman
Portland
KENNETH N. FRIDLEY, Member
Wasco
GLENN L. JACKSON, Member
Medford

FLOYD QUERY, Secretary
Salem

5916

FORREST COOPER
State Highway Engineer
G. S. PAXSON
Deputy State Hwy. Engr.
LEONARD I. LINDAS
Chief Counsel

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 28, 1962

Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Gentlemen:

Reference is made to your request for payment for materials on hand in connection with cement manufactured for the Goshen-Cottage Grove Section, Contract No. 5916. You have asked that payment be made for such amounts as the Oregon Portland Cement Company certifies has been stored for your use in their silos at Oswego.

The State has no direct control over the ownership of cement in the Company's bins and in case of some unforseen circumstance would have to rely on your surety's liability for recovery.

It is requested, therefore, that prior to the State making payment for this material, under terms of the contract, you ask your surety to advise us that they have full knowledge of and approve of this procedure.

Very truly yours,

Forrest Cooper
State Highway Engineer

By R. L. Porter
R. L. Porter
Assistant Highway Engineer

RLP:ajw

As Surety for Roy L. Houck Sons' Corporation we have full knowledge and do approve of the procedure related above.

GENERAL INSURANCE COMPANY OF AMERICA

By James F. Darby
James F. Darby, Attorney-in-fact

March 1, 1962

NOTED
R. L PORTER

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 28 1962
FOR FILING
[illegible]

5916

February 28, 1962

Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Gentlemen:

Reference is made to your request for payment for materials on hand in connection with cement manufactured for the Goshen-Cottage Grove Section, Contract No. 5916. You have asked that payment be made for such amounts as the Oregon Portland Cement Company certifies has been stored for your use in their silos at Oswego.

The State has no direct control over the ownership of cement in the Company's bins and in case of some unforseen circumstance would have to rely on your surety's liability for recovery.

It is requested, therefore, that prior to the State making payment for this material, under terms of the contract, you ask your surety to advise us that they have full knowledge of and approve of this procedure.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

RLP:ajw

cc Forrest Cooper
F. B. Morgan
L. R. Chandler

RECEIVED
FEB 26 1962
FOR FILING

E 916

FORM E-30X—50M—6-61—36883

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1962

SUBJECT: Goshen-Cottage Grove Section

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Enclosed find copy of invoice for 26,600 bbls. of cement held in storage for the contractor at the cement company plant for this project. Please arrange to pay for this cement under the materials on hand method on the next estimate, provided the contractor supplies you with a letter signed by his surety agreeing to this maneuver.

We are not establishing a policy here, but merely following precedent established under similar conditions. From now on, the policy will be not to consider cement stored at the manufacturer's plant as materials on hand.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
enc.

cc: R. L. Porter ✓

[illegible]
FEB 23 1962
OFFICE OF
[illegible] HIGHWAY ENGINEER

Incl - Consent of surety

OREGON PORTLAND CEMENT COMPANY

111 S. E MADISON
PORTLAND 14, OREGON
PHONE BELMONT 2-3116

PLANTS OSWEGO, OREGON
LIME, OREGON

DATE Feb. 20, 1962

INVOICE NO. 1255

YOUR ORDER NO.

CAR NO.

F O B Oswego

SOLD TO

Roy L. Houck Sons' Corporation
1585 20th St. N.E.
Salem, Oregon

TERMS NET 30 DAYS OR 10¢ PER BARREL DISCOUNT 10th PROXIMO   PAST DUE ACCOUNTS SUBJECT TO SIGHT DRAFT WITHOUT NOTICE.

	Sacks		Portland Cement		Bbls @ $	per bbl. $
10,001,600	Lbs. (Bulk)	Oregon	Portland Cement	26,600	Bbls @ $ 3.90	per bbl. $ 103,740.00

State Test   Goshen to Cottage Grove paving project
Held in storage for Roy L. Houck

Bin #7	3,000 Bbls.
" 8	3,000 "
" 11	3,000 "
" 13	3,000 "
Bin #14	3,000 Bbls.
" 27	11,600 "

AGE OR SHORTAGE
PONSIBILITY.

RECEIVED
JUL 24 1961

FOR FILING

July 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

We have your letter of July 20 concerning the lengthening of the Camas Swale bridge on the Goshen-Cottage Grove Section to accommodate floods of 50-year frequency. In this letter you give your opinion that this is a project of low priority and one which should be deferred until the Interstate System is well along toward completion. We believe that this is a project that should be done immediately for the following reasons:

1. A 50-year flood frequency is one that might be expected to occur at an average interval of 50 years over a long period of time. There is no connotation that it will be 50 years until such a flood does occur, as it might occur next year, and there might be two successive years in which such a flood would occur. Should such a flood occur after our present grading and surfacing contracts are complete and the Interstate Highway be flooded, both the Bureau and the State would justifiably be subjected to criticism for improper design. There is also the possibility that considerable damage might be done to the completed highway.

2. The surfacing of the northbound lanes is not as yet done and will not be done until next year's construction season. We have opportunity to lengthen the bridge recently completed without any interference to traffic, and when the lengthening of this structure is complete, we can divert traffic to the northbound lanes while lengthening the southbound structure. If this work is deferred until after the highway is opened, there will be a great deal more disruption of traffic than would take place if the work were done now.

I would like to discuss this matter further with you before any firm decision is reached as to timing for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. R. L. Porter

Form CD-121
(9-23-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 20, 1961

Polk

FROM : C. W. Polk, Division Engineer
08-33.3 Salem, Oregon

SUBJECT: Oregon Project I-5-3(14)181
Camas Swale Bridge

Mr. Cooper's June 6, 1961 letter submitted supporting information for lengthening of the Camas Swale twin bridge on the Goshen-Coast Fork Willamette River Section of Interstate Route 5. One of these twin structures was recently completed under Project I-5-3(14)181 and the other portion was completed on November 30, 1954 under Project I-5-3(25)181 (Old BFI-161(23)). You propose to lengthen these 120-foot twin structures to accommodate a 50-year frequency flood as specified by subparagraph 4(d) of PPM 20-4.

Your proposal has been reviewed by our Regional Hydraulic Engineer who concurs that lengthening is required. Therefore, we are prepared to make a favorable recommendation to our Regional office when your Department submits a PR-1 form to program the work under a new agreement number. However, it appears that work of this nature will warrant a low priority in comparison to the initial development of other Interstate sections and could be delayed until some future time when completion of the presently identified system is near.

Porter

Keep Porter posted

FORM
(9-22-5)

RECEIVED
JUL 21 1961
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. G. Williams, State Highway Engineer
Salem, Oregon

DATE: July 20, 1961

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.3 Salem, Oregon

SUBJECT: Oregon Project I-5-3(14)181
Camas Swale Bridge

Mr. Cooper's June 6, 1961 letter submitted supporting information for lengthening of the Camas Swale twin bridge on the Goshen-Coast Fork Willamette River Section of Interstate Route 5. One of these twin structures was recently completed under Project I-5-3(14)181 and the other portion was completed on November 30, 1954 under Project I-5-3(25)181 (Old BFI-161(23). You propose to lengthen these 120-foot twin structures to accommodate a 50-year frequency flood as specified by subparagraph 4(d) of PPM 20-4.

Your proposal has been reviewed by our Regional Hydraulic Engineer who concurs that lengthening is required. Therefore, we are prepared to make a favorable recommendation to our Regional office when your Department submits a PR-1 form to program the work under a new agreement number. However, it appears that work of this nature will warrant a low priority in comparison to the initial development of other Interstate sections and could be delayed until some future time when completion of the presently identified system is near.

Porter
Carlson

[illegible] ENGINEER

RECEIVED
JUL 6 1961
FOR FILING

[illegible]

SECRETARY

5916

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 5, 1961

Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5916, awarded May 26, 1961, for paving the Goshen-Cottage Grove Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
JUN 8 1961

FOR FILING

I-5-3(23)195

[illegible]

June 6, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
Standard Insurance Building
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

In the design for the second two lanes of the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, we provided a bridge over Camas Swale identical with the structure built on the first two lanes which was built in 1956. On February 10, 1961, we had a flood with volumes indicating the structure as built, both under the original two lanes and under the second two lanes, was inadequate. I am attaching hereto a report of the observations and hydrology, which you will note indicates that the February 10, 1961 flood was of a frequency of approximately 10 years, and that a 50-year frequency flood would inundate the freeway for a considerable distance each side of the structure.

In order to be assured that flooding of the new highway does not occur, we propose to lengthen both the bridge constructed last year and the one constructed in 1956 by two 36-foot spans for a total lengthening of 72 feet. Calculations show that this will carry the 50-year frequency flood without overtopping the freeway. I also attach our preliminary estimate of cost for the lengthening of these two bridges, which shows that the cost is approximately $71,000.

We desire to program this as a federal-aid job on the interstate highway system and would ask your approval of such programming.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Attach.

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. R. L. Porter

GSP:ae fn

REPORT ON FLOOD OF FEBRUARY 10, 1961 AT THE PACIFIC HIGHWAY CROSSING OF CAMAS SWALE, LANE COUNTY, GOSHEN-COTTAGE GROVE SECTION

OBSERVATION:

About 1:00 p.m. on February 10, 1961, Mr. G. S. Paxson, Mr. Roy C. Edgerton and Mr. John C. Jenkins visited the above site. At that time, water was over a considerable length of the old Pacific Highway, and at the freeway the water on the upstream (west) side was at the white stripe on the west edge of the pavement. On the downstream side of the unfinished northbound lanes, the water reached a known elevation on the right-of-way fence. Subsequent leveling indicated that these elevations were 514.9 above the structures and 511.8 below the structures and represented a head of 3.1 feet across the dual structures at the crest of the flood. At the dual structures, the water level was above the bottom of the beams. There was a roller about 3 inches high at upstream beam of the northbound structure, and the velocity at the outlet of this structure was quite high. Some water was flowing through the gap between the north end of this structure and the unfinished embankment. There was an appreciable velocity of flow from the structures north along the east side of the fill for several hundred feet. The downstream channel banks were inundated.

HYDROLOGY:

There are gaging stations on seven streams in the vicinity of Camas Swale. Three of these have record lengths in excess of 20 years; the period of record at the other four stations is from 5 to 10 years. At the stations with the longer records the February flood plotted out at just under 10-year frequency. The short term stations showed a scatter of from 4-year to 16-year frequency with an average of just over 10-year. It seems logical to assume that the flood observed had a 10-year frequency. From a drainage area of about 42 square miles a 10-year flood should have a discharge of 5,500 c.f.s. and a 50-year flood should have a discharge of 8,000 c.f.s.

RECOMMENDATIONS:

If, for a 10-year flood, there was impending submergence of the freeway, it would logically follow that inundation would become a fact for a 50-year flood. Where 3.1 feet of head was required for 5,500 c.f.s., about 6 feet of head would be required for 8,000 c.f.s. This head could not be developed, as a considerable length of the freeway would be flooded at a head of slightly over 3 feet.

The following tabulation shows the amounts of backwater required for 10-year and 50-year floods for bridge extensions of 36 feet and 72 feet:

Extension, Ft.	Backwater in Feet for Discharge of 5,500 c.f.s.	 8,000 c.f.s.
36	1.7	3.1
72	1.0	2.2

The extension should be placed on the south end of the existing structures.

Additional channel work will be necessary to fit the longer structures into the waterway. The channel between the old Pacific Highway bridge and the freeway structures should be flared to meet the new length. The berm adjacent to this portion of the channel should be rebuilt so that spur dikes will extend from the southbound bridge abutments upstream on 50-foot radii. The low areas behind the berms can be drained by removing part of the remaining berm so as to form inlet channels 50 feet in bottom width. Downstream from the dual structures the channel bottom under the northbound structure should be tapered into the existing channel on a 45-degree angle.

June 5, 1961

Form E-[illegible] Rev.—5M—4-57

OREGON STATE HIGHWAY DEPARTMENT

Bridge Division

PRELIMINARY Estimate Sheet

Bridge name CAMAS SWALE BRIDGE EXT. County LANE Bridge No. [illegible]

Section and station GOSHEN - DIVIDE Highway: PACIFIC

Estimate made by [illegible] Date 5-9-61 Checked by .... Date ....

Description EXTEND EXISTING BRIDGES (36-48-36 RCDG) WITH 2@36' RCDG SPANS.

[illegible]

Estimate From (Strike out the ones which do not apply) No plans ~~Sketch~~ ~~Completed plans; drawing No.~~

Calc. Book No. .... Class .... Loading ....

		ESTIMATE			
ITEMS	UNIT	Quantity	Rate	Amount	
Shoring, cribbing, etc.	lump sum				
Excavation	cu. yds.	240	8-	1920	
Excavation below elevation shown	cu. yds.				
piling	lin. ft.	2040	5-	10200	
piling	No.	51	70-	3570	
piling	lin. ft.				
piling	No.				
Class A concrete	cu. yds.	334	70-	23,380	
concrete	cu. yds.				
Metal reinforcement	lbs.	83,500	0.13	10,855	
Lumber	M. B. M.				
Structural Steel	lbs.				
Structural Steel	lbs.				
Handrail	lin. ft.				
Riprap	cu. yds.				
Removal of old bridge	lump sum	All	-	7000	—?
Maintenance of traffic	lump sum				
CHANNEL EXC.				3000	
Subtotal				59,925	
Plus ~~10~~ 18 per cent for contingencies & ENGR.				10,786	
Total construction cost					
Plus 10 per cent for engineering				$70,711	
Total cost					

State Printing 6718

Walt [illegible]

FORM E-30 50M 7-55 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1961

SUBJECT: Camas Swale Bridge
Cottage Grove-Goshen Section

To: Mr. Ivan D. Merchant

It has become apparent that the waterway provided under both the new Camas Swale Bridge and the bridge which we built some years ago is not adequate to take care of the runoff in extreme flood. We are, therefore, considering the adding of considerable waterway on one end of each of these two bridges. I believe the end spans on the present design are 36 feet, and in the additional waterway, we will think in terms of two 36-foot spans added onto the present bridge.

Will you please give me an estimate of the cost of adding these additional spans onto these structures and to excavate for the channel throughout the embankments. If we do this, we will have to do it in the immediate future, as we expect to do some paving here very shortly.

G S Paxson
G. S. Paxson
Assistant State Highway Engineer

GSP:ae

Walt —
Please make estimate

RECEIVED
MAY - 5 1961
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

RECEIVED
JUN 5 1961
FOR FILING

I-5-3(23)175

5916

June 5, 1961

Georgia Pacific Corporation
P. O. Box 248
Springfield, Oregon

Attention Mr. Carl Rayner
Land Manager

Gentlemen:

We are mailing, under separate cover, a copy of our Contract No. 5916 with Ray L. Houck Sons' Corporation, covering paving work on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

This contract applies to work described in our letter of transmittal to you dated May 8, 1961, at which time we mailed you preliminary copies of the special provisions and plans for the above-named project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

[illegible]:jb

cc: Mr. O. S. [illegible]

Goshen – Cottage Grove Sect.
Pacific Hwy. Lane County

G. S. P.

On February 10, 1961 at Camas Swale we observed water over a foot or two of pavement at the west edge of the south bound lanes. Marks noted at the time and leveled on later indicated a difference in elevation between the two sides of about 3 feet.

We estimate the observed discharge at about 7000 cfs. A study of surrounding gaged areas show frequencies for February 10 ranging from 4 to 16 years with those most likely to be indicative of Camas Swale being in the order of 10 years.

If we adopt a 7000 discharge as a 10 year flood, the 50 year flood would be about 9500 c/s.

NOTED

The existing waterway is about 800 sq ft. A 50 year flood with this opening would overflow the highway for a considerable length but a very slight depth. The highway would probably remain open and damage would be limited to loss of the east shoulder and some pavement edge.

If an additional 40 feet of structure were provided the waterway would be increased by 50 %. A 50 year flood would pass about 0.3 foot lower than observed on February 10. With an additional $\overset{7}{8}0$ feet of structure a 50 year flood would be passed with about $\overset{1.0}{1.5}$ foot of freeboard.

RCE

RECEIVED
MAY 8 1961
FOR FILING

I-5-3(23)175

5916

May 8, 1961

Georgia Pacific Corporation
P. O. Box 248
Springfield, Oregon

Attention Mr. Carl Raynor, Land Manager

Gentlemen:

We are mailing you, under separate cover, a copy of the special provisions and plans covering paving work on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, bids for which are to be received in Salem on May 23, 1961.

The construction work does not encroach upon O. P. & E. Railroad property, except for fill encroachment and pipe extension work at the south end of the project as shown on sheets 6 and 6C of the plans for this project.

The special provisions augment our standards for railroad protection, particularly as given on pages 44 to 59, inclusive, of the special provisions; and our contractor is to provide $250,000-$500,000 protective insurance as set forth therein.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JR:sw

cc: Mr. G. S. Paxson

RECEIVED
MAY 5 1961

FOR FILING

I-5-3(23)175

3116

Salem, Oregon
May 4, 1961

Camas Swale Bridge
Cottage Grove-Goshen Section

Mr. Ivan D. Merchant

It has become apparent that the waterway provided under both the new Camas Swale Bridge and the bridge which we built some years ago is not adequate to take care of the runoff in extreme flood. We are, therefore, considering the adding of considerable waterway on one end of each of these two bridges. I believe the end spans on the present design are 36 feet, and in the additional waterway, we will think in terms of two 36-foot spans added onto the present bridge.

Will you please give me an estimate of the cost of adding these additional spans onto these structures and to excavate for the channel throughout the embankments. If we do this, we will have to do it in the immediate future, as we expect to do some paving here very shortly.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

RECEIVED
MAY 3 1961
FOR FILING
I-5-3(23)175
5916

408 State Highway Building
Salem, Oregon

May 1, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-3(23)175

We have approved, as of this date, the P. S. and E. documents for the paving of two additional lanes on the Goshen-Cottage Grove Section of the Pacific Freeway.

This is to authorize your advertising for bids.

Signing retained in program status under the same project agreement number will not be performed reasonably contemporaneously with the above work as required by Paragraph 3j of PPM 21-7. Therefore, it will be necessary to split the programed project, in accordance with procedures outlined in Paragraph 10c of PPM 21-1, prior to our authorization of the remaining independent class of work.

Porter

RECEIVED
APR 28 1961
FOR FILING

I-5-3(23)175

5916

p

Salem, Oregon
April 28, 1961

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Provisional discharge figures for the February 10 flood are now available for the stations around Camas Swale. The trend suggests about a 10-year flood.

If the existing 120-foot structures were extended by 40 feet, the waterway areas would be increased by 50%. This would be expected to reduce the observed backwater from about 3 feet to about 1.5 feet. Since the ratio of the 50-year flood to the 10-year flood is about 1.35, a 50-year flood with 40-foot longer structures would about reproduce what we saw in February.

Extensions of 80 feet would double the waterway, handle a 10-year flood with less than a foot of backwater and a 50-year flood with more than a foot of freeboard.

Roy C. Edgerton
Research Engineer

RCE:ms

RECEIVED
MAY 2 1961
FOR FILING
I-5-3(23) 175
5916

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

April 27, 1961

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project No. I-5-3(23)175
Tolerance in Portland Cement Concrete Pavement Thickness

Reference is made to the supplemental standard specifications on pavement tolerence submitted with your letter of April 25, 1961. We have no objections to these specifications. The only weakness which we see at this time is that the method of measuring the core is not too well defined.

We agree that the specifications should be used on a trial basis on a few projects before being adopted as standard. Under this procedure, they can be approved in this office.

NOTED
[illegible]

Original to Porter

RECEIVED
APR 26 1961
FOR FILING
I-5-3(23)175
.5716

April 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are 12 copies of our supplemental standard specification for Tolerance in Portland Cement Concrete Pavement Thickness, dated May, 1961, which we propose to incorporate in the provisions for the Goshen-Cottage Grove Paving Project in Lane County, Federal-Aid Interstate Highway Project No. I-5-3(23)175, bids for which are to be received May 23, 1961.

This specification is patterned after Standard Specification 330-4.1, B.P.R. Standard Specifications FP-57, modified slightly as follows: (1) the average thickness is by 5,000-foot units of each pavement strip; (2) adjustments affect certain items only of our several bid items for pavement; and (3) the measurement of cores is to the nearest 1/8 inch by averaging the variations of lengths as necessary to be fair and representative. These modifications are considered practicable and reasonable for the following reasons: (1) as cores are taken for 1,000-foot lengths, the multiple to a 5,000-foot unit is preferred to one of 5,280 feet and limiting to each strip seems more practicable for testing and replacing; (2) as we pay for complete pavement under seven bid items, any adjustments should be limited to those which represent surface areas, to be practicable, whereas, the dowels, the bars, joints and cushion course are not functional with reference to varying thickness; and (3) the measurement of cores by 9 measurements of each to 0.05 inch readings averaged to 0.1 inch (ASTM C 174-AASHO T-148) is tedious, requires laboratory equipment and technicians, does not correlate to the inch-fraction basis of adjustments and seems unnecessarily refined.

It is our intent to proceed under our specification on the referred-to project and to modify the specification as experience with its use may justify. We will appreciate your approval of this procedure.

Very truly yours,

W.C. Williams
State Highway Engineer

By

A. L. Porter
Office Engineer

cc: Forrest Cooper
Tom Edwards
G. W. Harra

VOO'Hier
Enclosures

Oregon State Highway Department

SUPPLEMENTAL STANDARD SPECIFICATION

TOLERANCE IN PORTLAND CEMENT CONCRETE PAVEMENT THICKNESS

May, 1961

It is the intent that the pavement shall be constructed strictly in accordance with the thickness shown on the plans. Pavement not so constructed shall be subject to replacement or to payment at adjusted prices as herein set forth.

In each 1,000 linear feet of each separately constructed strip of pavement, at such points as the engineer may select, at least one core shall be taken and each core shall be measured by averaging the length thereof to the nearest 1/8 inch.

The average thickness of each 5,000 linear feet of each separately constructed strip of pavement, or remaining fraction thereof (hereinafter referred to as a unit of pavement), will be determined from the measurements of the cores taken therefrom as follows: all measurements exceeding specified pavement thickness by more than 1/8 inch shall be considered as 1/8 inch greater than specified thickness, and all measurements showing a deficiency in specified pavement thickness of more than 1/2 inch shall be excluded from the computation of the average thickness.

For each 5,000 linear foot unit, or fraction thereof, of each separately constructed strip of pavement, the contract unit prices applicable to the pavement will be subject to adjustment as set forth in the numbered paragraphs which follow:

(1) No payment shall be made under the contract unit prices per square yard for the bid items "8-inch Portland Cement Concrete Pavement" and "Wire Fabric Reinforcement" for areas of pavement found deficient in thickness by more than 1/2 inch.

(2) For each unit of pavement, the average thickness of which, determined as above provided, is less than the specified thickness by more than 1/8 inch, but not more than 1/2 inch, the adjusted unit price for payment under the bid item "8-inch Portland Cement Concrete Pavement" shall have the same ratio to the contract unit price for said bid item that the square of the average thickness of the pavement has to the square of the specified thickness.

(3) For each unit of pavement, the average thickness of which, determined as above provided, is thicker than, equal to or not more than 1/8 inch less than the specified thickness, the contract unit prices shall be applicable.

In determining the quantity of pavement found deficient in thickness by more than 1/2 inch, referred to in numbered paragraph (1) above, the procedure will be as follows: at intervals of 25 feet each way from the core indicating the deficiency, additional cores shall be taken along the approximate same center line in the same strip of pavement until said additional cores indicate pavement that is not deficient in thickness by more than 1/2 inch. The product of the sum of the distances thus determined in each direction from the original core indicating the deficiency multiplied by the width of the strip of pavement involved shall be the area of pavement found deficient in thickness by more than 1/2 inch.

In case the engineer considers that the deficiency in thickness of pavement found deficient by more than 1/2 inch is enough to seriously impair the traffic service expected from the pavement, the area of such deficiency, together with adjoining areas as hereinafter set forth, shall be removed by the contractor at his own expense and the removed pavement shall be replaced with pavement of the specified design, quality and thickness. If the replacement pavement is found acceptable, that area of it which replaces the actual area of deficiency shall be included in the area measured for payment under the contract. In case the engineer considers there is little probability of early failure of the pavement found deficient by more than 1/2 inch, he may permit the contractor to elect whether to leave the deficient pavement in place without payment for it as set forth in numbered paragraph (1) above, or to remove it and to replace it with acceptable pavement as herein provided.

In removing and replacing pavement under these provisions, the work shall be to the full width of the strip of pavement involved and shall extend on either side of the area of deficiency in thickness to the nearest transverse joint of the original construction. All affected joints shall be replaced or restored to specified quality and design, without additional payment.

In case the contractor considers that the cores taken do not indicate fairly the actual thickness of pavement, he may request that additional cores and measurements be taken. Such cores shall be taken at intervals of not less than 200 feet. The additional information so obtained shall be used in determining whether and what adjustments of the contract unit prices are required. The cost of the additional cores and measurements shall be deducted from sums due the contractor unless the pavement in the area in question is found to be within the thickness tolerance for which no adjustment in contract unit prices is to be made.

S-467(1) Row River Bridge, easterly of Cottage Grove, 217' [illegible] Struc.
#5217
1961

CVA
2385

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
Harold C. Ayers

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-30-62	CC 771		530-1074-297

NOTED
H. S. COX

INVOICE NUMBER
75469

NOTED
V. R. JONES

NOTED
DON HARWELL

- Lane County
- Eugene, Oregon
- Attn: Board of County Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billings: Row River Bridge, FAS 231. Covered by agreement dated May 26, 1962.			
Original advance deposit		$13,200.00	
Less amount previously transferred		10,400.00	$2,800.00
County share as per attached statement		10,995.94	
Less amount previously transferred		10,400.00	595.94
To be refunded			$2,204.06

NOTED
R. H. PRANGE

RECEIVED
JUL 31 1962
ENGINEER
COUNTY & CITY RELATIONS

[illegible]

By

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

July 30, 1962

Lane County Board of Commissioners
Courthouse
Eugene, Oregon

Gentlemen:

Final costs are now available on the Row River Bridge, FAS 231, Contract #5917, under agreement dated May 26, 1961, as shown in the enclosed cost statement.

In accordance with the agreement, a refund of $2,204.06 is due the County in connection with this project. This refund will be made by our accounting division within the next few days.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Verne R. Jones
Planning Engineer

VRJ:eb
Encl.

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
P. C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-20-62	CC 772		527-1063-297

INVOICE NUMBER **75362**

- Polk County
- Dallas, Oregon
- Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$30,500.00
Partial transfer county advance deposit from McTimmonds Corner-Maple Grove Section, FAS 750. Covered by xxx agreement dated Sept. 15, 1961.			23,500.00
To be retained			$ ~~700.00~~ 7,000.00

RECEIVED
JUL 20 1962
ENGINEER
COUNTY & CITY RELATIONS

NOTED
R. H. PRANGE

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_______________

By_______________________________________

A 150 (REVISED 7-60)

RECEIVED
FEB 14 1962
FOR FILING

5917

February 13, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5917, awarded to Inter City Construction Company, for bridge construction on the Row River Bridge in Lane County.

This contract was completed on November 21, 1961 and was accepted by the Highway Commission on December 8, 1961. Final payment in the amount of $5,179.99 will be released to the contractor on or after February 20, 1962. The total contract amount is $56,996.50 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

hl

cc: Inter City Construction Co.
3698 Franklin Boulevard
Eugene, Oregon

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
R. H. PRANGE

NOTED
Harold C. Ayers

NOTED
DON HARWELL

December 20, 1961

NOTED
R. H. PRANGE

Lane County Court
Courthouse
Eugene, Oregon

Project S-467(1)

Gentlemen:

This is to advise you that work on the Row River Bridge on FAS 231 in Lane County was completed on November 21, 1961.

Under the terms of the agreement dated May 26, 1961, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

cc: Mr. E. O. Walberg

NOTED
JOHN D. GRAHAM

7-18-61

Monthly Transaction No.

RECEIVED
JUL 21 1961

Project Report No.

FOR FILING

S-467(1)

5917

Form [illegible]-2
(9-1[illegible])

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Lane**

Project No. **S-467(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Row River Br. 2 mi. E. Cottage Grove

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**5-1-61**	**0.03**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **64,269**	Federal funds $ **40,400**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ XX **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Row River Bridge, Project No. S-467(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Row River Bridge, Project Number S-~~476~~ 467(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RSC:bb

Federal Aid Secondary
Project No. S-476(1)
467

Oregon State Highway Department

ROW RIVER BRIDGE ON THE ROW RIVER ROAD IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1961

Type Code X021
Bridge (Sta. 91+81 to Sta. 93+63)(Contract No. 5917)

Remove Old Bridge	All Required	$	$ 3,000.00
Shoring, Cribbing, etc.	All Required		4,800.00
Structural Excavation	240 cu.yd.	10.00	2,400.00
Structural Excavation Below Elevation Shown	15 cu.yd.	20.00	300.00
Furnish Treated Timber Piling	390 lin.ft.	1.35	526.50
Drive Timber Piles	13 only	60.00	780.00
Class "A" Concrete (448 cu.yd.)	All Required		31,360.00
Metal Reinforcement (113,000 lb.)	All Required		15,000.00
8-inch Metal Drain Pipe	65 lin.ft.	4.00	260.00
	Subtotal		$ 58,426.50
	10% Engr. & Cont.		5,842.50
	Total		$ 64,269.00

Length of Structure - - - - - - - 0.034 Mile

Federal Funds -	$ 40,400.00
State Funds -	11,934.50
County Funds- -	11,934.50
	$ 64,269.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
FORM [illegible]-123-X 75M 1-60
JUN 23 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

S-467(1)
5917

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 26, 1961

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

Dear Sir:

Inter City Construction Company started work on the Row River Bridge Project on the Row River Road in Lane County, Contract #5917, FAP No. S-467(1), on June 15, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query ✓
D. B. Parkes

NOTED ON CARD
de

FORM 2-123
RECEIVED
JUN 20 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5-11-61

5917

June 20, 1961

Inter City Construction Co. Inc.,
3698 Franklin Blvd.,
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5917, awarded May 26, 1961, for construction of the Row River Bridge on the Row River Road (FAS 231) in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
C. G. SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/24/61	00-668		520-2074-297

INVOICE NUMBER
69998

Lane County
Eugene, Oregon

Attention of: County Board of Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposits		$40,344.80	
Amount to be retained for Row River Bridge Section FAS 231		2,800.00	
Balance of Advance Deposits			$37,544.80
Partial transfer county advance deposit for Row River Bridge Section, FAS 231. Covered by agreement dated May 26, 1961.			10,400.00
To be refunded			$27,144.80

ACKNOWLEDGMENT OF [illegible] REQUEST
Cash Received with Request: $
By

A 150 (REVISED 7-60)

NOTED
C. G. SWENSON

NOTED
V. R

June 12, 1961

Mr. H. O. Walberg
Lane County Highway Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

File

Dear Mr. Walberg:

This is to advise that construction of the Row River Bridge on FAS 231 has been awarded to Inter City Construction Company, Inc., under Contract No. 5917.

Final costs were furnished you for the East Unit, Knowles Creek Section of FAS 238 on July 17, 1959, and for the McKenzie River Overflow Bridges on FAS 210 on September 30, 1959.

Refunds on the above projects totaled $40,344.80 of which amount $13,200 will be applied as advance deposit for the Row River Bridge project, leaving $27,144.80 to be retained.

Enclosed are a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

V. R. Jones
Field Engineer

VRJ:mm
Encl.

RECEIVED
JUN 8 1961
FOR FILING

S-467 (1)

5917

June 8, 1961

Board of County Commissioners
Lane County
Court House
Eugene, Oregon

Gentlemen:

We are enclosing for the records and files of Lane County a fully executed copy of an agreement between the State Highway Commission and Lane County covering the construction of the Row River Bridge on FAS 231 in Lane County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMM.

rn
Enc.

RECEIVED
JUN 23 1961
FOR FILING
[illegible]

5917

MISC. CONTRACTS and
AGREEMENTS No. 385

Salem, Oregon
June 8, 1961

FAS Project Agreement
Lane County

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with Lane County covering the construction of the Row River Bridge on FAS 231 in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Lane County Court.

Secretary

rn
Attach: 1

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1961

SUBJECT: FAS Project Agreement
Lane County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the construction of the Row River Bridge on FAS 231 in Lane County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G. SWENSON

NOTED

Salem, Oregon
May 23, 1961

Row River Bridge
FAS 231, Lane County

Mr. Earl Saling
R/W Office Manager

Attached is a right-of-way certificate on the subject project.

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:[redacted]
Att.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. ____________

Highway No. FAS 231

Name of Project [redacted] Row River Bridge

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Eugene, Oregon, this 28 day of April, 1961.

Lane County [redacted] Board of County Commissioners

Chairman [redacted]

Jess Craig
Commissioner

Frank A. Elliott
Commissioner

RECEIVED
MAY 1 1961
ENGINEER
COUNTY & CITY RELATIONS

Sent to Salem 5-23-61

NOTED
C G SWENSON

[illegible]
S. COX

April 28, 1961

Lane County Board of Commissioners
Courthouse
Eugene, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Row River Bridge on FAS 231.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $65,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the County's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than May 5, 1961.

As this office has not been advised regarding the status of right-of-way negotiations, three right-of-way certificates were given to Commissioner Hill yesterday for your respective signatures. An early return of two signed copies of the certificate will be greatly appreciated. Any conditions agreed to in the right-of-way negotiations which might affect the construction of this project should be listed at the bottom of the right-of-way certificate.

It is presently planned to accept bids for this project on May 23.

Very truly yours,

W. C. Williams
State Highway Engineer

By: H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

April 18, 1961

Clarence G. Swenson
County and City Relations Engineer
State Highway Department
Salem, Oregon

Re: F.A.S. Project
Row River Bridge
Lane County, Ore.

Dear Mr. Swenson:

The Board of Lane County Commissioners approved the letting of the Row River Bridge, F.A.S. project, on May 23rd. Inasmuch as Lane County has carry-over funds to their credit from other F.A.S. projects, it is well to get the project underway early.

High water may retard the building of the by-pass road and bridge by May 23rd, but I understand that you have a paragraph in the specifications to take care of this, by stipulating the contractor cannot tear the old bridge down before the by-pass is completed.

We received the preliminary drawings of the bridge yesterday which will enable us to stake the fill approaches.

Yours truly,

H. O. Walberg

H. O. Walberg
Administrator

HOW:hw
cc: Board of Commissioners
Oscar Norberg

RECEIVED
APR 20 1961
ENGINEER
COUNTY & CITY RELATIONS

Copy to Merchant 4/20/61
C.G.

LANE COUNTY
P. O. BOX 3156
EUGENE, OREGON

OSCAR NORBERG
ENGINEER

TELEPHONE:
DIAMOND 3-1671

April 17, 1961

Mr. Clarence Swenson
City & County Relations Engineer
State Highway Department
Salem, Oregon

Dear Sir:

This is in regard to the Row River Bridge project that the State is working on for Lane County under a County State FAS program.

We have been asked for a print of the Telephone Co. installation at the site. We do not have a Telco print available but the following information may help. On our vicinity map there are telephone poles shown. These carry two cables. There is nothing in the manner of utility company lines attached to the old bridge. The Pacific Telephone and Telegraph Company have been contacted and they have stated that they will have their cables moved very soon.

The Right of way has not been acquired, but little difficulty is anticipated in getting the right of way, so it should be bought within a few days.

As soon as the right of way has been acquired the County Road Department will build the approach fills to the new bridge and the detour road along the south side of the new bridge site. The County plans to have this work compleated by the first part of June.

Under separate cover we are sending three prints of the vicinity map of the site.

Yours truly,

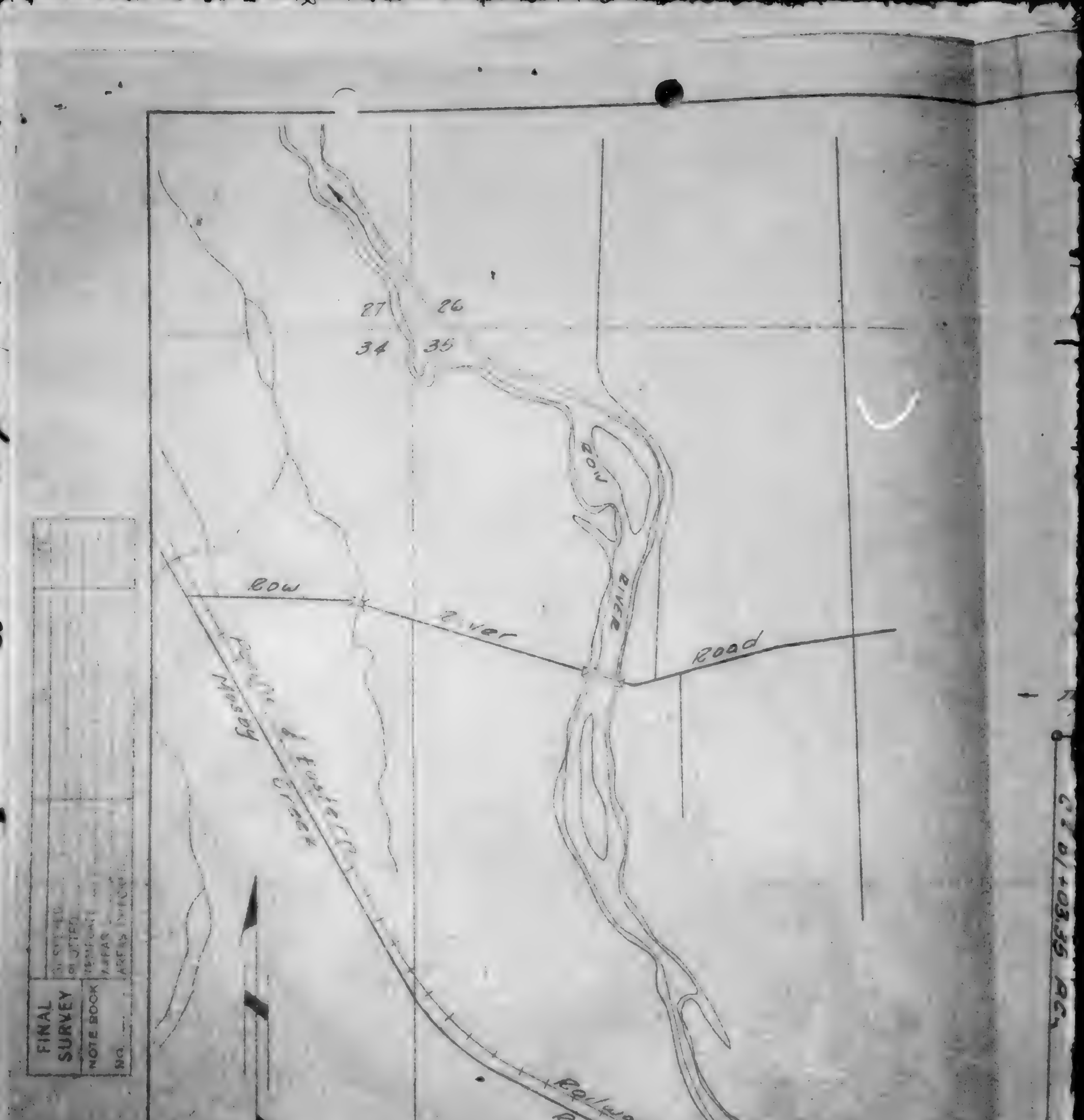
Oscar Norberg,
Principal Engineer

Approved by: H. O. Walberg
Mr. H. O. Walberg, Administrator

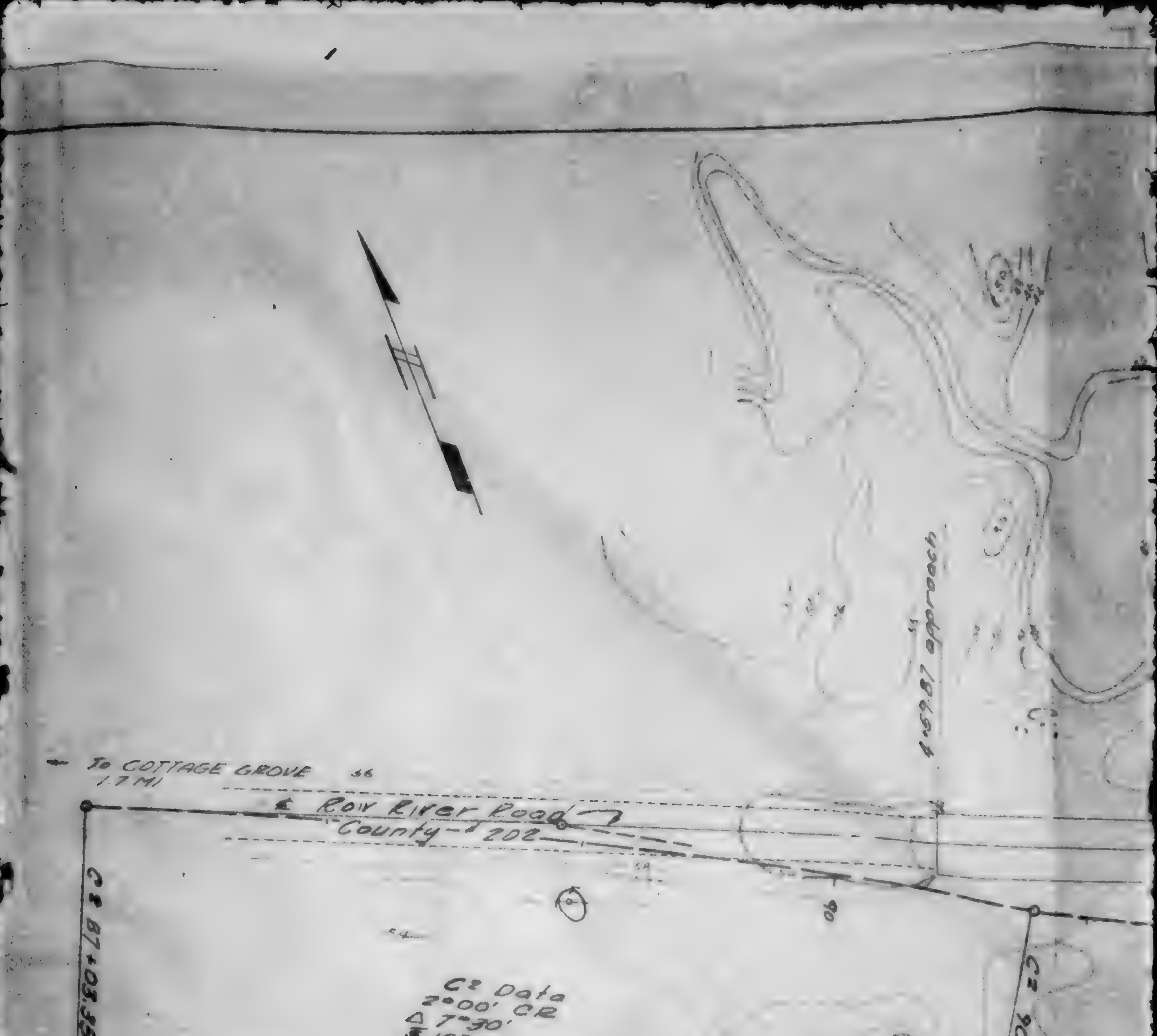
JOHN D. GRA

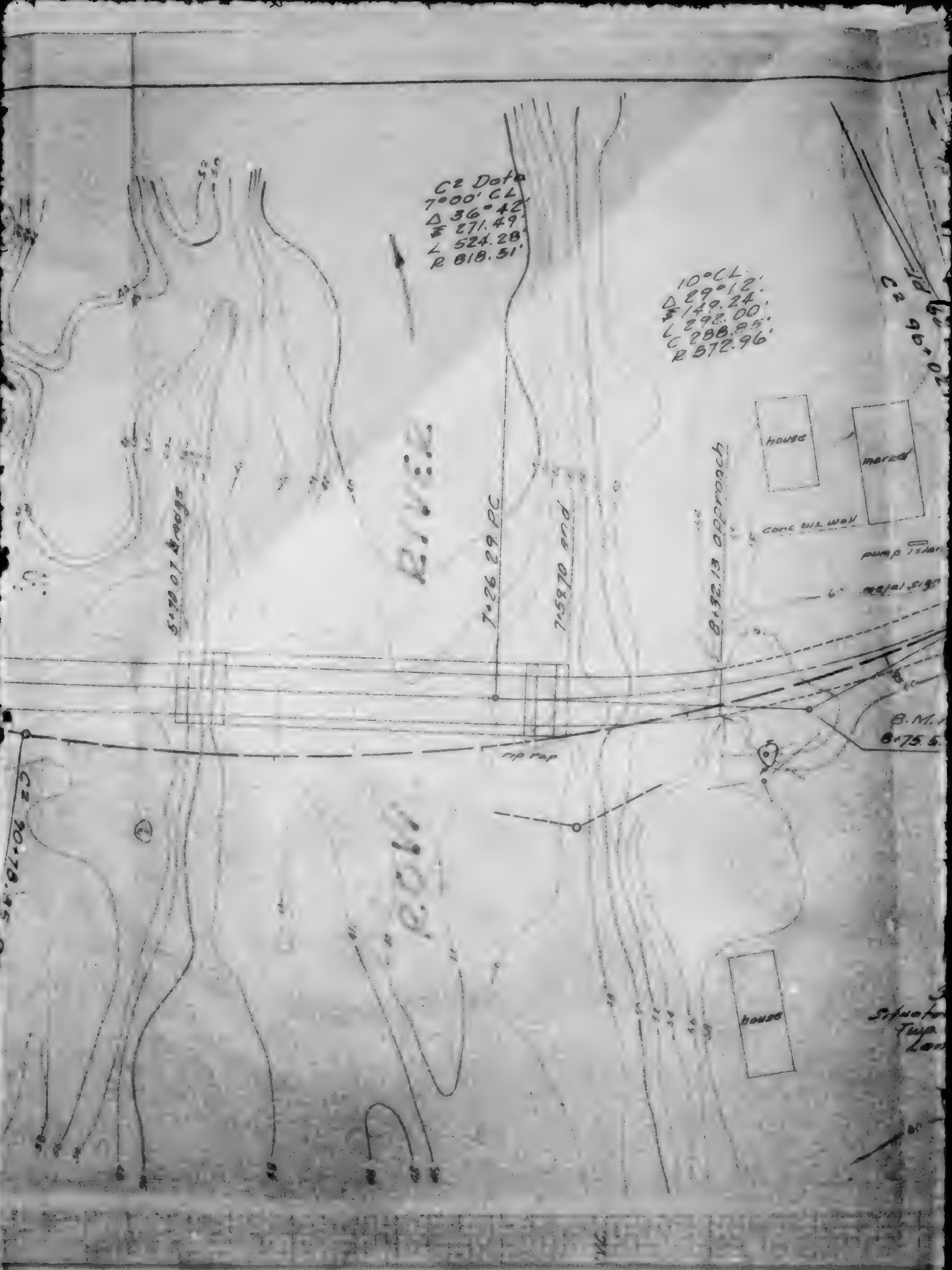
RECEIVED
APR 19 1961
ENGINEER
COUNTY & CITY RELATIONS

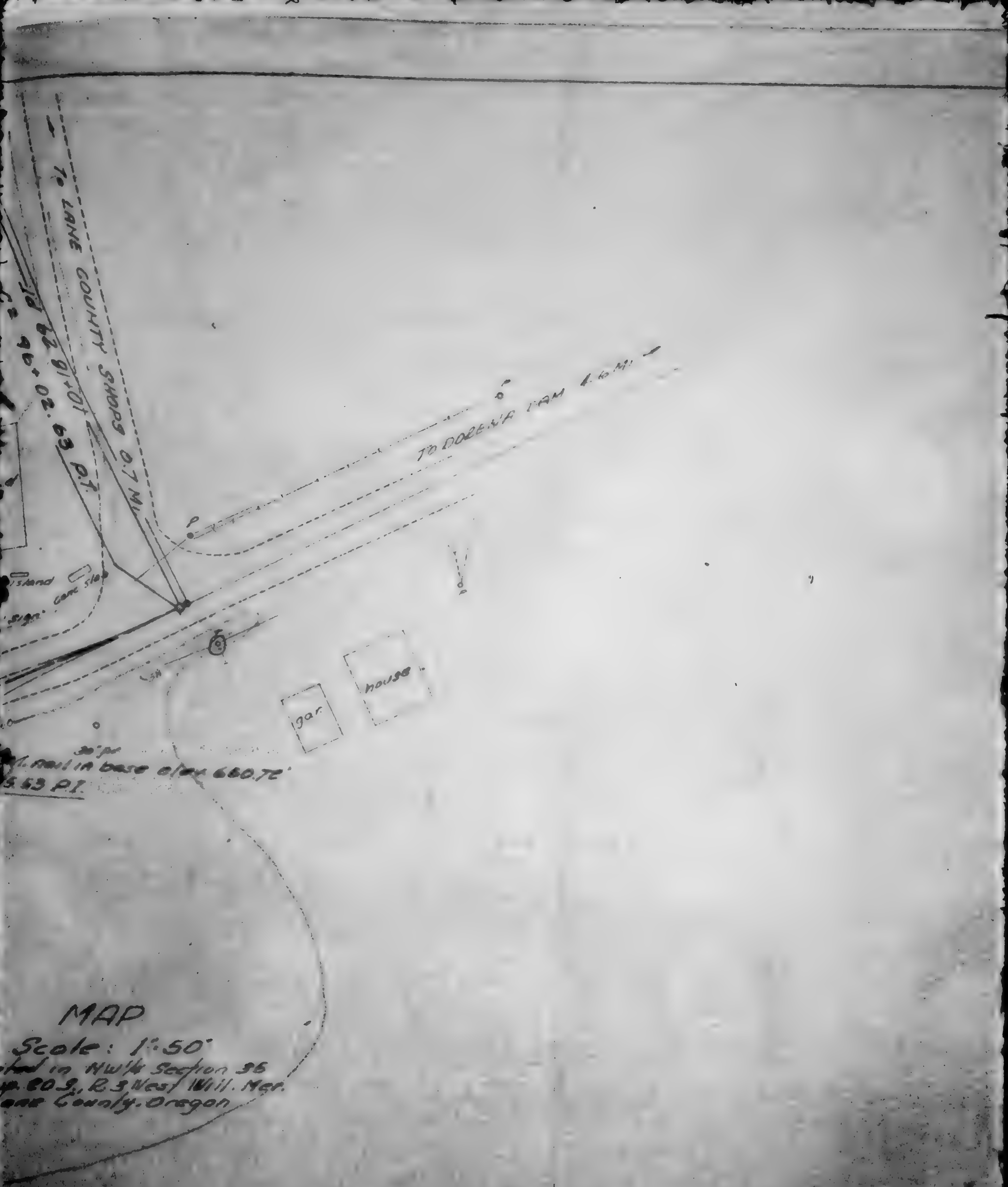
Two prints & Copy of letter
To Baker 4-19-61



VICINITY MAP
Scale 8" = 1 mile

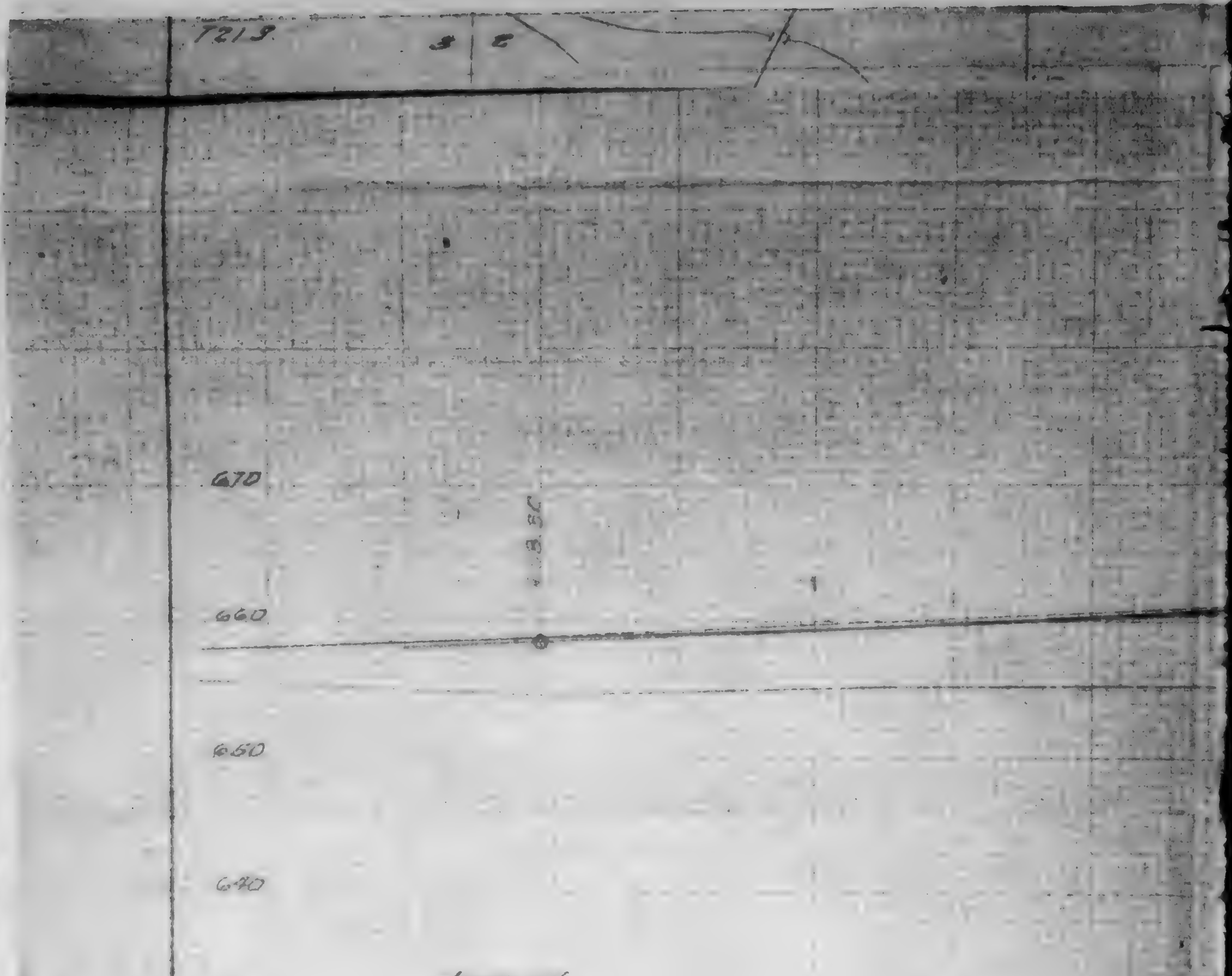

← To COTTAGE GROVE 1.7 MI
56
℄ Row River Road
County - # 202
℄ 87+03.35 P.C.
℄ Data
2°00' CR
Δ 7°30'
T 187.77'
L 375.00'
R 2864.79'
℄ 90+78.35 P.R.C.
4+59.87 approach
55
54
90
58
56

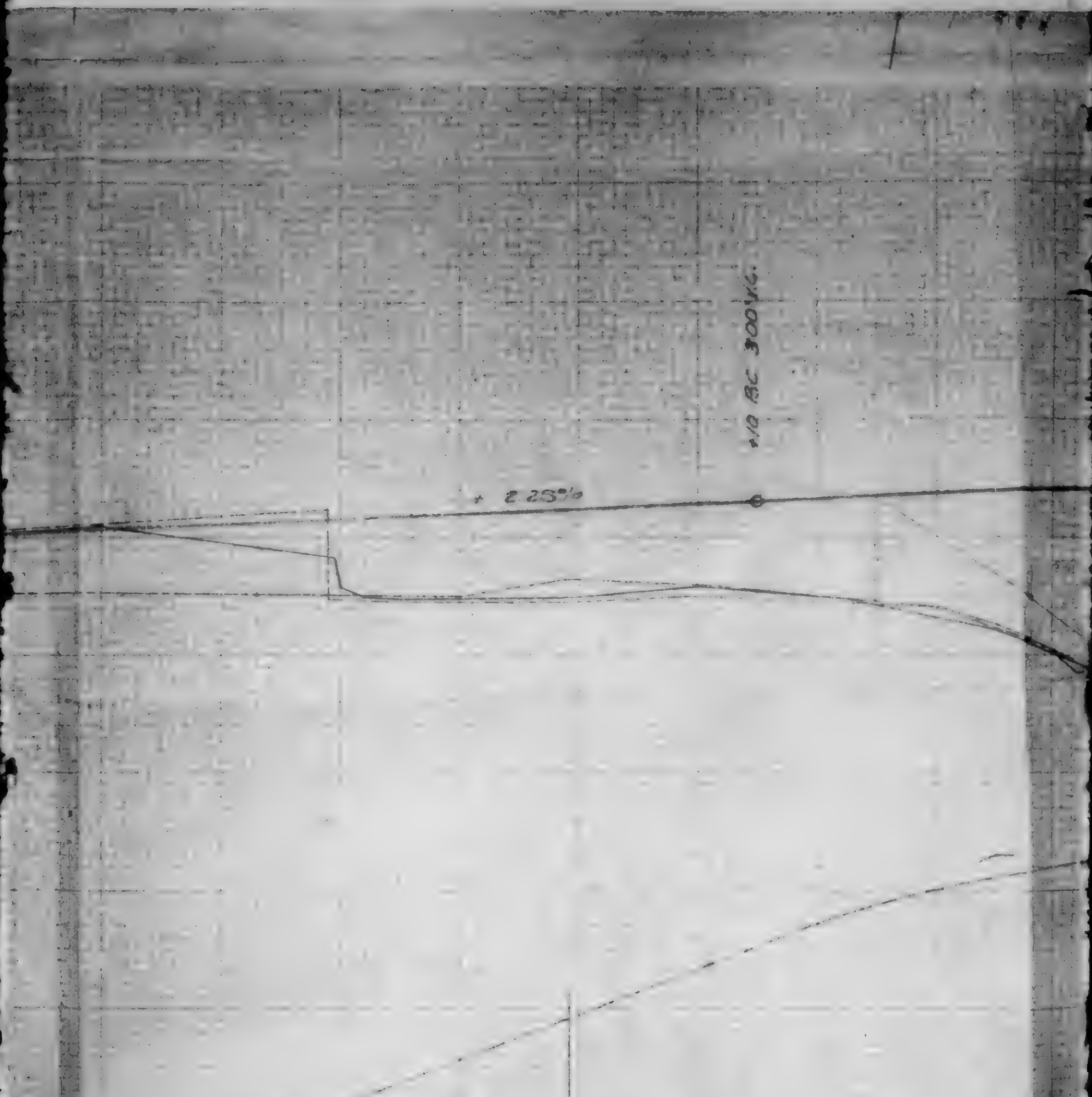

C2 Data
7°00' CL
Δ 36°42'
T 271.49'
L 524.28'
R 818.51'
10°CL
Δ 29°12'
T 149.24'
L 292.00'
C 288.85'
R 572.96'
C2 96+02
house
market
conc wil well
pump islan
6" metal sign
River
5+70.07 bridge
7+26.29 PC
7+58.70 end
8+32.13 approach
rip rap
B.M.
8+75.5
C2 90+70.95
house
Sitwater
Tug
Lan



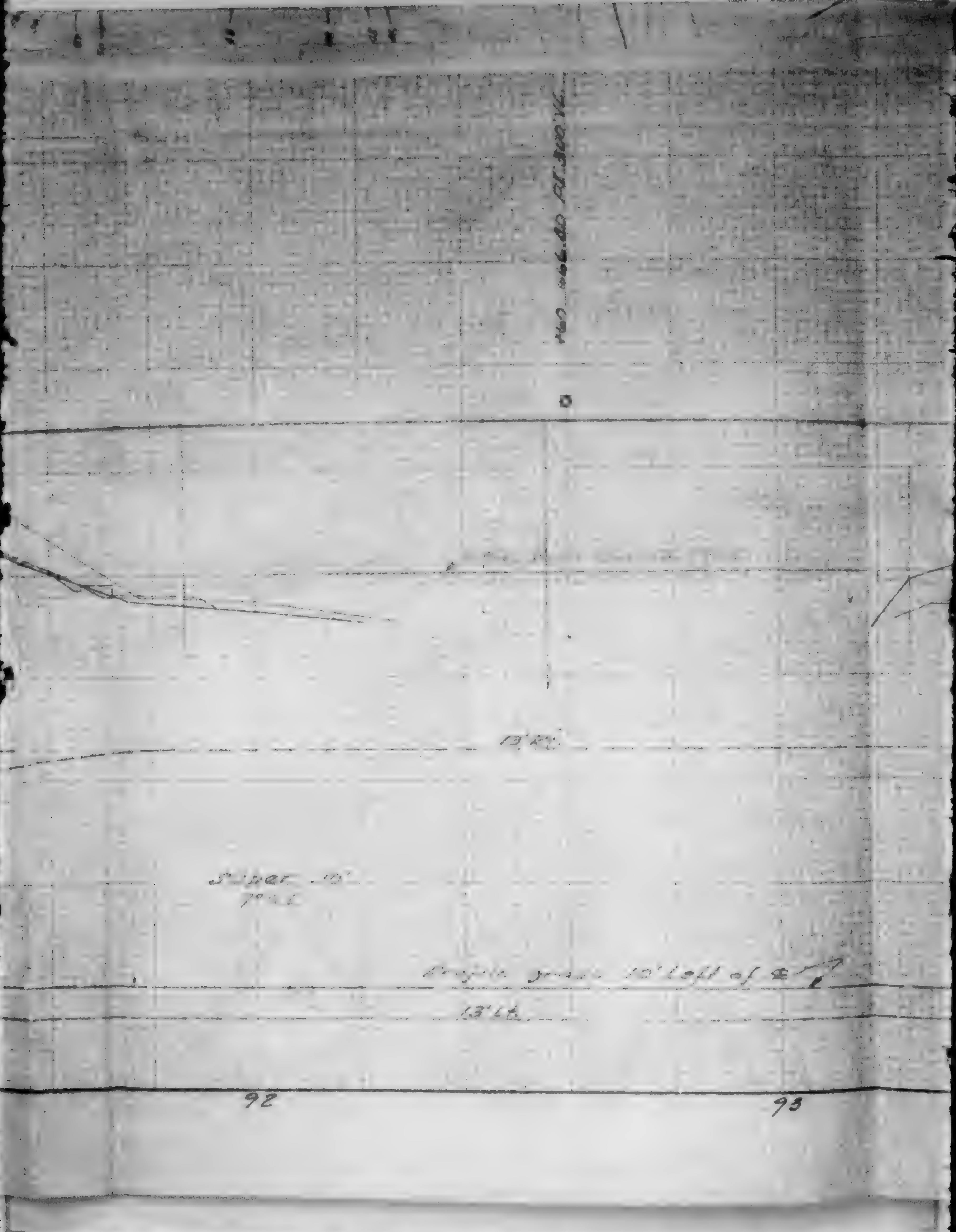
MAP
Scale: 1"=50'
cated in NW¼ Section 36
p. 20 S., R. 3 West Will. Mer.
ane County, Oregon

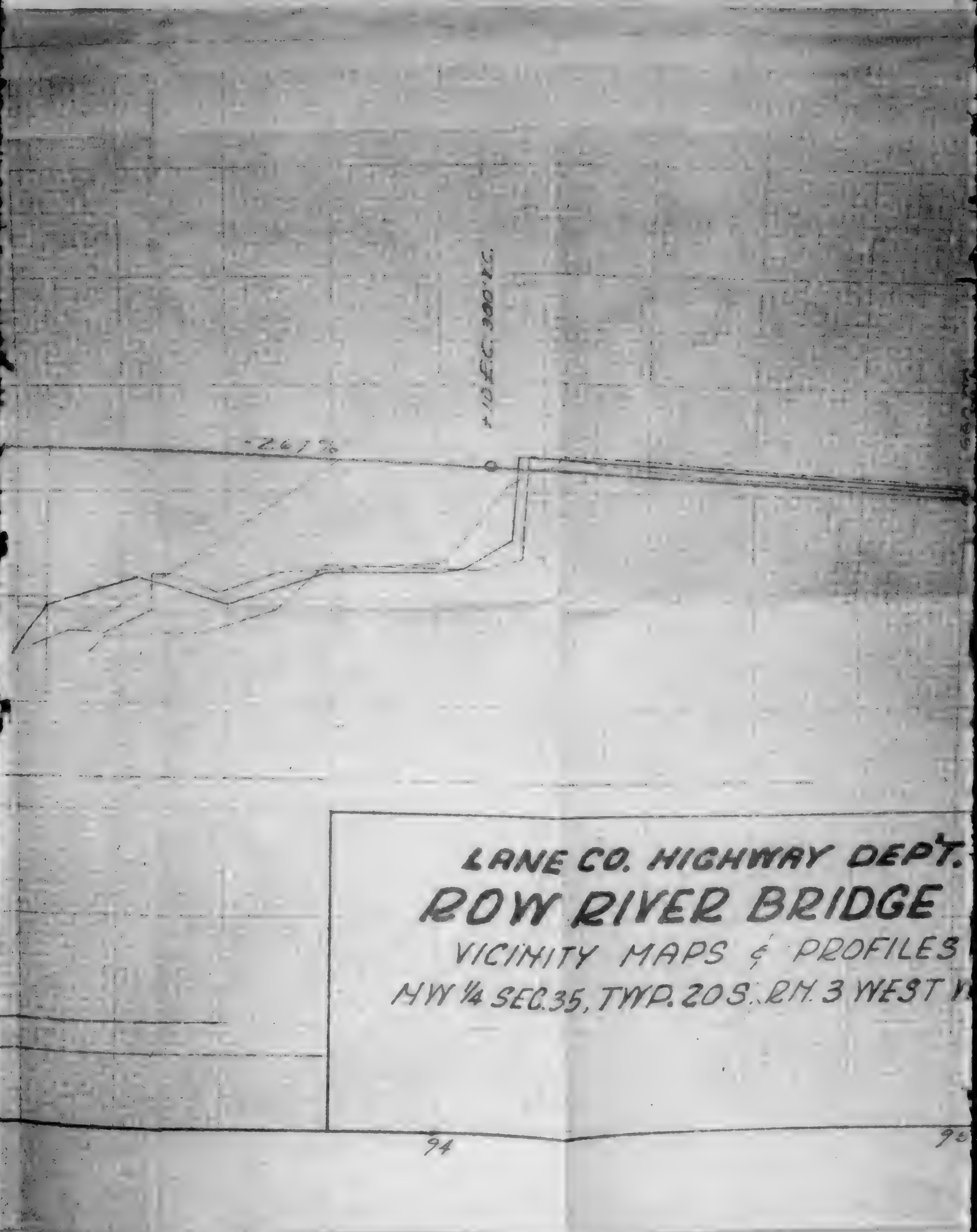
TO DORENA DAM 1.6 MI.
P
P
house
gar.
lev. 660.76'
50°
ection 36
t Will. Mer.
regon


T219
670
660
650
640
Legend
℄
15' Rt
15' Lt
Scale:
1" = 20' Horizontal
1" = 10' Vertical
Super .06'
89
90



+ 2.25%
+10 BC 300' V.C.
P.R.C.
+78.35
90
91


+60 96.80 P.I. 300' V.C.
13' Rt.
Super. .10'
Profile grade 10' left of ℄
13' Lt.
92
93

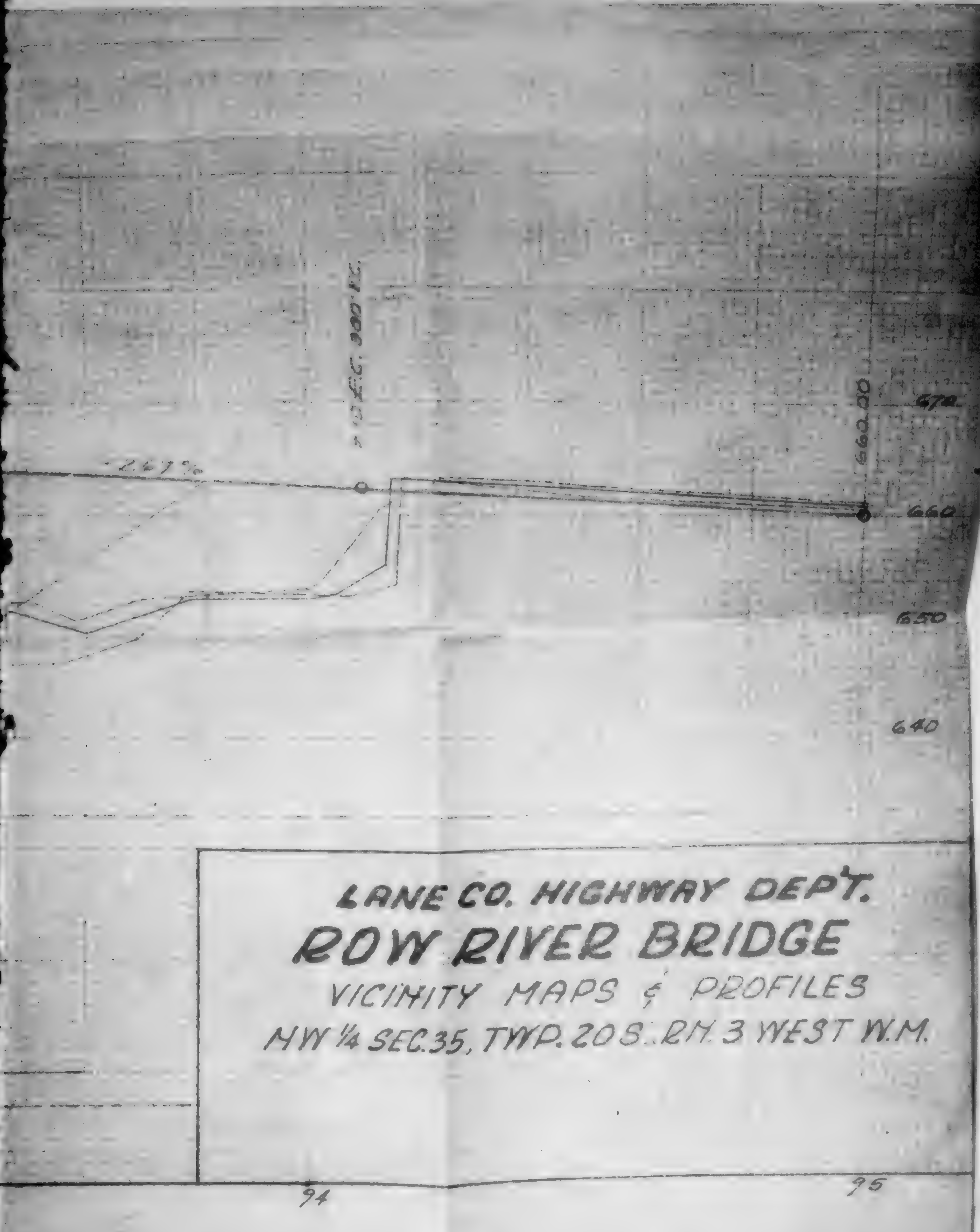


LANE CO. HIGHWAY DEPT.

ROW RIVER BRIDGE

VICINITY MAPS & PROFILES

NW ¼ SEC. 35, TWP. 20 S., RN. 3 WEST



LANE CO. HIGHWAY DEPT.

ROW RIVER BRIDGE

VICINITY MAPS & PROFILES

NW 1/4 SEC. 35, TWP. 20 S., RN. 3 WEST W.M.

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
Harold C. Ayers

April 13, 1961

Mr. H. O. Walberg
Lane County Highway Daministrator
1820 Roosevelt Boulevard
Eugene, Oregon

FAS 231

Dear Mr. Walberg:

Enclosed are two prints of a plan and elevation of the Row River Bridge for your use in staking the approaches for this structure.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm
Encl.

NOTED
JONES

MEMO TO J. W. NASH
4/10/61

FAS 231, LANE COUNTY

TERMINI: Bridge over Row River approximately 2 miles east of Cottage Grove (Row River Bridge).

PROPOSED WORK: Construct one concrete bridge 217' in length.

PROJECT LENGTH: .041 mile

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$100,000	$60,000	$20,000	$20,000 (Co.)

EXISTING FACILITY: Roadbed - 20' oil mat, 26' roadway.
Structure - Bridge #14964. Covered timber truss 370' in length, 23'-4" horizontal clearance.

ADJACENT SECTIONS: All on FAS 231. 20' oil mat, 26' roadway.

PROJECT DATA: Construct a R.C.D.G. bridge 217 feet in length with a horizontal clearance of 26 feet. New bridge will be on an improved grade and alignment slightly upstream from present structure. Contract shall include removal of present structure by contractor. Lane County will provide for detour when necessary and will construct new approaches, surfacing, and wearing surfacing as required without federal participation. Contractor should advise Lane County Road Department the dates that detour and approaches should be completed.

ROW WIDTH:	50' minimum.
MINIMUM DESIGN STANDARD:	None
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None required
PUBLIC HEARING:	None required
UNUSUAL OR COMPLICATED SITUATIONS:	None

FAS 231 serves a large, highly developed area adjacent to Cottage Grove. This route received very heavy logging and recreational traffic. Also on school bus and mail route.

HSC:mm

NOTED
H. S. COX

NOTED
C. G. SWENSON

February 24, 1961

NOTED
Harold C. Ayers

Mr. H. O. Walberg
Lane County Road Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

Dear Mr. Walberg:

This is in regard to temporary one-way signal lights on the Row River Bridge on FAS 231 which is to be replaced by a new structure under an FAS project contract. This matter, you will recall, we have discussed in your office and also by phone.

Mr. W. O. Widdows, State Highway Sign Engineer, has inspected this site and found that the temporary, fixed time, stop and go signals would be relatively easy to install as power is available near one end of the structure and control wires between the signals can be strung on the existing superstructure. Mr. Widdows estimates that the cost to install and dismantle the signals and rental on the equipment (signals, controller, etc.) would be in the vicinity of $800. If the County desires, the State will install and dismantle the signals and rent this equipment to the County at actual cost. The County should make the necessary arrangements with the power company for electrical energy. I believe the power company is the Lane County Electric Cooperative. With regard to maintenance of the signals, you may be able to work something out with the city of Eugene which has a man with experience in the maintenance of this type signal and controller.

If the County wishes to rent the equipment from the State and have the State perform the installing and dismantling work, it will, of course, be necessary for the County to deposit with the State the estimated cost of $800 prior to the installation of the signals.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

CGS:mm
cc: G. S. Paxson
W. O. Widdows
V. D. Wolfe

Lane Co

NOTED
H. S. COX

January 12, 1961

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Re: F. A. S. Project # 231
Row River Bridge
Bridge No. 14964B

Attention: Mr. E. G. Ricketts
Assistant Bridge Engineer

Dear Sir:

Reference is made to your letter of December 30th in which two (2) alternate locations for the new Row River Bridge were suggested.

This to advise that the Board of County Commissioners considered your proposals at our road meeting of January 4th and approved the 7 degree and 2 degree curves which are indicated in green on the vicinity map. Also, in answer to Mr. Swenson's telephoned questions, the Commissioners have approved the removal of approach spans and filling the approaches, and the construction of the by-pass road and bridge by County forces. It is understood that the contractor will remove the old truss and its substructure.

Lane County will take steps to acquire the necessary rights-of-way and stake the new alignment, at which time we will run a three line profile for your use. If there is any additional data that you will need, we shall be glad to furnish it.

We are enclosing, herewith, the vicinity map you sent, on which we have plotted the notes we will use in staking your green line.

Very truly yours,

H. O. Walberg
Administrator

HOW-hw
Encl: Vicinity Map
cc: County Commissioners
Clarence G. Swenson

RECEIVED
JAN 16 1961
ENGINEER
COUNTY & CITY RELATIONS

10 - 13 - 60

LANE COUNTY
PROPOSED PROJECTS

✓ FAS 231, Row River Road: Row River Bridge, $90,000. The proposed project is to replace the existing timber truss bridge which carries State inventory number 14964 with a concrete structure. The County will provide a low level detour and construct approaches and connections as required. Removal of the existing bridge will be included in the contract. The County has previously provided an adequate vicinity map of the site. In order to provide a detour at a minimum cost, the County requests that contracting of the project be delayed until late spring in 1961 so that construction would coincide with low water in the river.

FAS 228, Marcola Road: Drury Creek-Marcola Section, approximately 4.0 miles, $170,000. Grade and surface to a 30' top width. The proposed project is for the grading and placing of base surfacing on the section extending from the portion which is presently under construction by Lane County in the vicinity of Drury Creek, to a connection with the oiled section at the northerly limits of Marcola. An oil mat wearing surface 22' wide will be included in a future project.

60-h
10/13/60 Approved 11-3-60

Inv. 14964

NOTED
C. G. SWENSON

NOTED
H. S. COX

July 21, 1960

NOTED
Harold C. Ayers

Mr. H. O. Walberg
County Road Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

Dear Mr. Walberg:

This is in reply to your letter regarding your discussion with Mr. Skelton on foundation exploration for the Row River and Red Cabin Bridges.

The Bridge Division is preparing preliminary layouts of these structures and then a field inspection will be made to determine approximately the amount of subsurface exploration required.

I believe you are aware that this exploration work will have to be done at county expense. At the time the estimated cost of this work is determined we will ask for an advance deposit in that amount; however, the cost to the county will be the actual cost of the work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm

cc: Mr. Ivan Merchant

Row River
200' x 26'
Est. Cost
$90,000

LANE COUNTY
COURT HOUSE
EUGENE, OREGON

BOARD OF
COUNTY COMMISSIONERS
KENNETH NIELSEN
JESS HILL
RALPH PETERSEN

NOTED
V. R. JON[illegible]

NOTED
H. S. COX

June 20, 1960

NOTED
Harold C. Ayers

Mr. Clarence Swenson,
County & City Relations Engr.
State Highway Department
Salem, Oregon

Dear Sir:

This is in regard to the Row River Bridge and the Red Cabin Bridge which the State is designing for Lane County.

The purpose of this letter is to state that Lane County will take care of the detours for the traffic around the bridge sites.

At the Row River Bridge Lane County will build a low fill with a bridge opening of sixty feet to take care of the water released from the Dorena Dam. The detour will be on the north side of the new and old bridge site.

At the Red Cabin Bridge Lane County will arrange with the lumber company to use their road to by-pass the site.

Very truly yours,

Board of County Commissioners

By:

Jess Hill
Commissioner

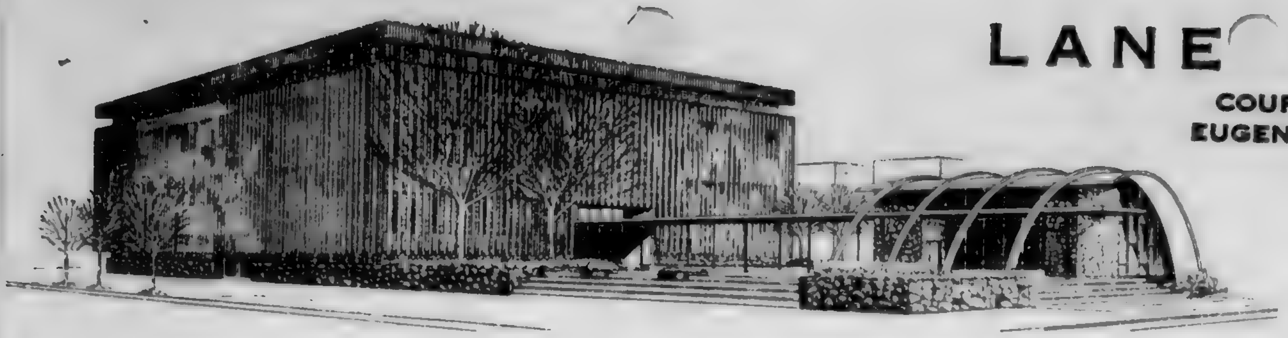
Ralph Petersen
Commissioner

Kenneth Nielsen
Commissioner

RECEIVED
[illegible] 1960
[illegible]
COUNTY [illegible]

HNP:mk

Copy to Bridge Dept.
6/24/60



LANE COUNTY
COURT HOUSE
EUGENE, OREGON

BOARD OF
COUNTY COMMISSIONERS
KENNETH NIELSEN
JESS HILL
RALPH PETERSEN

June 14, 1960

Clarence G. Swenson
County and City Relations Engineer
State Highway Department
Salem, Oregon

Re: Row River Bridge; Sec 35, T20S, R3W, W.M.
Red Cabin Bridge; Sec 5, T22S, R1W, W.M.

Dear Mr. Swenson:

Mr. Skelton of the State Bridge Department examined the sites of the two present bridges:

Row River Bridge
Red Cabin Bridge

The matter of sub-surface exploration for footing design was discussed, preparatory to designing the bridges this winter. Mr. Skelton indicated that it would be two or three months before such exploration could be done.

We hereby authorize the State Highway Department to do such exploration work as is necessary to determine proper design.

Yours truly,

BOARD OF COUNTY COMMISSIONERS

Jess H
Chairman
Ralph Petersen
Kenneth Nielsen

RECEIVED
[illegible] 1960

NOTED
C. G. SWENSON

NOTED
H. S. COX

Salem, Oregon
April 19, 1960

NOTED
Harold C. Ayers

Mr. Ivan Merchant
OFFICE

Row River Bridge and = FAS Proj.
Red Bridge, Lane County = Co. proj; see Co. Rd. file

Attached is a copy of a letter together with prints of vicinity maps on two structures which Lane County wants designed.

It is believed they would want the State to open bids and refer the bids to the County for their action which has been our procedure in the past with Lane County. I can check on this feature the next time I go through Eugene.

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

4/22/60
Letter from Co wants Row R. Bridge designed in time July letting.
(See Bridges, London Spring Road for letter)

NOTED
JOHN D. GRAHAM

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 2156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

April 14, 1960

Re: Bridge Design –
Rd. #202; File #177
Rd. #235; File #245

Mr. Clarence G. Swenson,
County & City Relations Engr.
State Highway Department
Salem, Oregon

Dear Sir:

The Board of County Commissioners have asked that a request be made to the State Highway Department to prepare plans and specifications to rebuild the following bridges by contract:

for 231 proj.

1. Row River Bridge on Row River Road located in Sec. 35, Twp. 20 South, Range 3 West, Willamette Meridian.

2. Red Bridge on Sharpe's Creek Road located in Sec. 5, Twp. 22 South, Range 1 West, Willamette Meridian.

See Co. Rd. gen. file [illegible] for project

Both bridges are to be designed as permanent structures, with first importance placed on Row River Bridge.

Width: The Board requested 26 feet between curbs on the Row River Bridge. On the Red Bridge a width commensurate with Forest Service Standards and considered to be one lane, probably 14 feet width.

Loading: Log hauling predominates on both roads; consequently should be H 20.S16-44.

Traffic Count: Row River Bridge: 1592
Red Bridge: – 99

We are enclosing four prints of a map for each structure, showing existing structure, profile, contours, and other pertinent data.

1. Row River Bridge: This structure can probably be made considerably less in length, since there is control on run-off from Dorena Dam. This was not the case when the structure was first built.

2. Red Bridge: Recently we filled a portion of the South approach, and it is doubtful that the water-way should be reduced any further.

Your bridge department may desire to make an inspection of the existing sites and we shall be glad to accompany the engineer and get any additional information desired.

We hope to be able to contract the Row River Bridge this summer on County money. At low water stage we can arrange for a by-pass, so the structure can be built on the same centerline as now occupied.

Yours truly,

H. O. Walberg

H. O. Walberg
Administrator

H. O. Walberg:mk
Encl: Map

321-1712 Toledo ("A" St. Ext.)

#5018 1961

[illegible] Street Tunnel #25

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
Harold C. Ayers

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2-26-62	CC 740		321-1712-295

INVOICE NUMBER 73396

- City of Toledo
- City Hall
- Toledo, Oregon
- Attn: Paul Revis, City Manager

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit				$40,600.00
As per attached statement. City share of "A" Street extension construction project. Covered by agreement dated May 9, 1961.				
Total cost	$55,148.40			
Agreed State Share	20,000.00			
Agreed City share				$35,148.40
To be refunded				$ 5,451.60

NOTED
R. H. PRANGE

RECEIVED
FEB 26 1962
ENGINEER
COUNTY & CITY RELATIONS

A 150 (REVISED 7-60)

RECEIVED
DEC 20 1961
FOR FILING

[illegible]

5918

December 20, 1961

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5918 for grading-paving the "A" Street Extension in Toledo, Lincoln County, was completed by the contractor, Smith Transfer, on October 2, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $1,681.13 will be released to the contractor on or after December 27, 1961. The total contract amount is $47,356.89, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Aetna Casualty & Surety Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland, Oregon

cc: Smith Transfer
367 South Main St.,
Toledo
Oregon

RECEIVED
NOV 15 1961

FOR FILING

21-1[illegible]2

5918

November 15, 1961

Smith Transfer
367 South Main Street
Toledo
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 15, 1961, discussed with the Engineer your request for an extension of time on contract #5918. You requested 5 additional workdays within which to complete the grading-paving of the "A" Street Extension (Toledo) in Lincoln County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 4 additional workdays, which was the time required to finish the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: J. D. Walker
Wendell Schwartz
Tom Edwards
Bureau of Public Roads
R. L. Porter
C. H. Matson

RECEIVED
NOV 2 1961
FOR FILING

5915

November 2, 1961

Oregon State Highway Commission

Request for Extension of Time
No. 1
December 6, 1961 meeting

Gentlemen:

The contractor on the Toledo ("A" Street Extension) project, Contract No. 5915, has requested that his worktime be extended five days without the assessment of liquidated damages. The contractor on this project is the Smith Transfer Company.

The contractor was prevented from performing efficient work in an extremely wet area for five days. He was originally charged in this time, as the condition was thought to be the result of springs; however, it was later discovered that the conditions resulted as a direct consequence of faulty pipeline construction on the part of the City of Toledo.

Since the job only overran four days, it is recommended that the worktime be increased from 60 days to 64 days without the assessment of liquidated damages.

This matter will be on the agenda for the December 6 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Tom Edwards

FBK:fp fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 9918 Contractor Smith Transfer

Highway City Street

Section Toledo ("A" St. Extension)

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED or~~ **GRANTED.** The reasons for such recommendation are as follows:

The contractor was definitely delayed in placing pipe and sewer lines, which at that time constituted the principal portion of work possible. The delay was due to leaks in newly placed city water main due to improper installation by the City forces. Estimated loss of time 5 days. See attached letter of explanation by Resident Engineer.

Recommended for Approval:

Walker
Division Engineer

M. Klaboe
Construction Engineer or Bridge Engineer

Forrest Cooper
State Highway Engineer

Contract No.	9918
Project designation (State-Federal)	State
Date awarded	May [illegible], 1961
Work started	June 7, 1961
Per cent completed (Date)	100 October 2, 1961
No. of Workdays Allowed	60
No. of Workdays Used	64
No. of Added Workdays Requested	5

E-390 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Oct 4, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 60 days to 65 days, within which to complete our Contract No. 5918, without the assessment of liquidated damages. The said contract is described as follows: grading & paving Toledo ("A" Street extension), City Street, Lincoln County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: During the week of July 17-21, we were assessed 5 work days while laying sanitary sewer pipe. This constituted more than 50% of the work at this stage of construction. We were able to perform 10 to 30% of our normal production due to cave ins in our trench. At the time, we were of the opinion that these resulted from underground springs which saturated the lower portion of our excavation. As it turned out, the "springs" were leaks in a 10" waterline layed by the City of Toledo in connection with this project. This waterline is parallel to and within 10' of the sewer line. We had no way to control or predict this in planning our work for this project.

Respectfully submitted,

Smith Transfer
Contractor

By Roy W. Edmondson

CONSENT OF SURETY Bond No. 42 S 21874

Date October 9, 1961

We, THE AETNA CASUALTY AND SURETY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

THE AETNA CASUALTY AND SURETY COMPANY
By Ralph B. Hoberg
Attorney-in-fact

JEWETT, BARTON, LEAVY & KERN
Ralph B. Hoberg
Resident Agent
Lewis Bldg., Portland, Oregon

(SEAL)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October ~~14~~ 28, 1961

Section Toledo ("A" St. Extension)

Kind of work Grading & Paving

Highway City Street County Lincoln

Section prefix 321-1718

Contractor Smith Transfer

Contract number 5918

Date of contract May 26, 1961

Specified work days 60

Date work started June 7, 1961

Work days used 64

Project authorization $59,132.14

Exclusive of engineering $54,927.19

Per cent of time elapsed 106.7 %

Estimated cost of completed project, exclusive of engineering $47,311.80

Estimated per cent overrun or underrun -13.9 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $4,204.95

Engineering cost to date $5,426.37, 129.0 %

Date project was completed October 2, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

All work on this project complete and semi-final estimate turned in to Salem office, Friday, October 13, 1961. This will be the last report.

NOTED

[illegible] 1961

EJB | Kf

Signed Werner E. Schwartz

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.21	0.21			0.21
Miles partially completed					
Miles completed	0.21	0.21			0.21
Total estimated quantities (contract)	2,060	4,160			910
Total quantities corrected to date	2,357.5	3,160			1,014.8875
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	"		
Wednesday	"		
Thursday	Showers		
Friday	"		
Saturday			

RECEIVED
JUN 27 1961
FOR FILING

5918

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Smith Transfer
367 South Main St.,
Toledo
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5918, awarded May 26, 1961,
for grading-paving "A" Street Extension
in Toledo, Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

FORM E-129-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
C G SWENSON

June 23, 1961

Smith Transfer Company
367 South Main Street
Toledo, Oregon

Gentlemen:

I am returning herewith insurance policies which you submitted to Mr. Wendell E. Schwartz, Resident Engineer on the "A" Street Project in Toledo. These policies are not in a form that can be accepted.

I am enclosing an additional copy of the contract for this project and refer you to pages 27 through 38 of the Special Provisions, which give in detail the insurance requirements. The policies which you have submitted appear to be an attempt to extend by endorsement of an automobile liability policy. This would not be accepted by the railroad company, as they will require a separate policy insuring them, the Southern Pacific Company, which should appear as the named insured in the railroad protective liability form. Also, the insuring agreements, exclusions and conditions as set up on pages 30 to 38 inclusive must be followed.

I would also call your attention to the copies which are required, which are given on page 27 of the Special Provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. W. C. Williams
Mr. C. G. Swenson
Mr. J. D. Walker
Mr. Wendell E. Schwartz

RECEIVED
JUN 26 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R. JONES

NOTED
M. S. COX

NOTED
Harold C. Ayers

June 8, 1961

Mr. Marston B. Winegar
City Manager
City Hall
Toledo, Oregon

NOTED
C. G. SWENSON

Dear Mr. Winegar:

This will acknowledge receipt of the City's check in the amount of $40,600 on the "A" Street project. On May 26, the Highway Commission awarded Contract No. 5918 to Smith Transfer Company.

Enclosed is a copy of the contract and plans for your information and records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm
Encl.

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 336-2372
Toledo, Oregon

May 24, 1961

Mr. C. G. Swenson
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Swenson:

Enclosed is a check in the amount of $40,600.00 covering the estimated City of Toledo share of the cost of the "A" Street Extension project. The City Council has also recommended that the Highway Commission award a contract for the work to Smith Transfer of Toledo, the low bidder.

As soon as the railroad agreement regarding the storm sewer easement is returned from recording I will forward a copy to you. Thanks for your assistance on this matter.

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll
Encl: Check

RECEIVED
MAY 25 1961
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUN 5 1961
FOR FILING
321-1712

5918

June 5, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of our Contract No. 5918 with Smith Transfer together with a copy of special provisions and plans covering grading and paving work on the Toledo ("A" Street Extension) Project in Lincoln County, bids for which were received in Salem on May 23, 1961.

In general the work is to be performed without interference with your company's facilities except for the installation of an 18-inch corrugated metal pipe to be installed under your company's tracks at Station 5+25, as indicated on the plans and in conformance with provisions set forth on page 7 of the special provisions and in the "Miscellaneous Provisions" under the heading "Relations with Railroad Company". Cost of inspectors, track walkers and flagmen, etc., to be born by the City of Toledo.

The special provisions augment our standards for railroad protection, particularly as given on pages 25 to 39 inclusive of the special provisions and our contractor is to provide $250,000 - $500,000 protective insurance as set forth therein.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWR:jb

cc: G. S. Paxson

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

NOTED
C. G. SWENSON

May 27, 1961

NOTED
Harold C. Ayers

Phone 336-2372
Toledo, Oregon

Mr. C. G. Swenson
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Swenson:

In accordance with our recent telephone conversation I am enclosing a copy of the indenture from Southern Pacific granting the City a storm sewer easement for the "A" Street Extension project. This, I believe, is the last instrument we needed in clearing up the right of way problems.

Yours very truly,

M. B. Winegar

M. B. Winegar
City Manager

MBW:vll
Encl.

RECEIVED
MAY 29 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
C. G. SWENSON

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

May 27, 1961

NOTED
Harold C. Ayers

Phone 336-2372
Toledo, Oregon

Mr. C. G. Swenson
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Swenson:

In accordance with our recent telephone conversation I am enclosing a copy of the indenture from Southern Pacific granting the City a storm sewer easement for the "A" Street Extension project. This, I believe, is the last instrument we needed in clearing up the right of way problems.

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll
Encl.

RECEIVED
MAY 29 1961
ENGINEER
COUNTY & CITY RELATIONS

Storm Sewer
"A" St. Extension

216 160

20th day of April

THIS EASEMENT is given this ____ day of ____________, 19__,
by SOUTHERN PACIFIC COMPANY, a corporation, herein called "Railroad", to the CITY OF TOLEDO, a municipal corporation of the State of Oregon, herein called "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a storm sewer, hereinafter called "structure", under, through and across that certain strip of land, 10 feet in width, situate in the northwest quarter of Section 17, Township 11 South, Range 10 West, Willamette Meridian, in the City of Toledo, County of Lincoln, State of Oregon, lying equally 5.0 feet on each side of the following described center line:

> COMMENCING at a point in the southerly line of the land described as having a bearing of North 79°00' East in deed dated June 11, 1888 for 1.66 acres, more or less, from Elisabeth Graham and C. M. Graham to the Willamette Valley and Coast Railroad Company, recorded June 1[illegible], 1888, Book "U", page 610, Deed Records of Benton County, distant North 7[illegible]°57'22" West, 74.26 feet from the point of intersection of the center line of Main Street (60 feet wide) with the center line of Second Street South (80 feet wide) in said City; thence South 79°00' West, along said southerly line of said land 2.06 feet to a point in the southwesterly line of said land described in said deed; thence North 27°30' West, along said southwesterly line, 29.59 feet to a point; thence North 13°36'30" West leaving said southwesterly line to a point distant 24.00 feet northeasterly, measured at right angles, from the existing center line of Southern Pacific Company's main track (Toledo Branch) at Engineer's Station 479+72.6 and the actual point of beginning of the center line to be described; thence South 76°21'30" West, crossing said center line of main track at said Engineer's Station, a distance of 52 feet; thence South 53°02'26" West, 105 feet to a point in the southwesterly line of said Company's land.
>
> The side lines of the above described strip of land terminate in the line described above as having a bearing of North 13°36'30" West, its northwesterly prolongation and in the southwesterly line of said Company's land.
>
> The above described strip of land contains an area of 1570 square feet, more or less.

2. The structure shall be constructed in accordance with the attached chart C. S. 1741.

20th day of

THIS INDENTURE, given this ____ day of ______________ 19[illegible], by SOUTHERN PACIFIC COMPANY, a corporation, herein called "Railroad", to the CITY OF TOLEDO, a municipal corporation of the State of Oregon, herein called "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a storm sewer, hereinafter called "structure", under, through and across that certain strip of land, 10 feet in width, situate in the northwest quarter of Section 17, Township 11 South, Range 10 West, Willamette Meridian, in the City of Toledo, County of Lincoln, State of Oregon, lying equally 5.0 feet on each side of the following described center line:

> COMMENCING at a point in the southerly line of the land described as having a bearing of North 79°00' East in deed dated June 11, 1888 for 1.56 acres, more or less, from Elisabeth Graham and C. M. Graham to the Willamette Valley and Coast Railroad Company, recorded June 1[illegible], 1888, Book "U", page 610, Deed Records of Benton County, distant North 7[illegible]°07'22" West, 74.26 feet from the point of intersection of the center line of Main Street (60 feet wide) with the center line of Second Street South ([illegible] feet wide) in said City; thence South 79°00' West, along said southerly line of said land 2.06 feet to a point in the southwesterly line of said land described in said deed; thence North 27°33' West, along said southwesterly line, 29.59 feet to a point; thence North 13°38'30" West leaving said southwesterly line to a point distant 24.00 feet northeasterly, measured at right angles, from the existing center line of Southern Pacific Company's main track (Toledo Branch) at Engineer's Station [illegible].6 and the actual point of beginning of the center line to be described; thence South 76°21'30" West, crossing said center line of main track at said Engineer's Station, a distance of 52 feet; thence South 53°02'20" West, 10[illegible] feet to a point in the southwesterly line of said Company's land.
>
> The side lines of the above described strip of land terminate in the line described above as having a bearing of North 13°38'30" West, its northwesterly prolongation and in the southwesterly line of said Company's land.
>
> The above described strip of land contains an area of 1570 square feet, more or less.

1a. The structure shall be constructed in accordance with the attached chart C. S. 1741.

This [illegible] prior and continuing right a[illegible], to use all the pr[illegible] as a common carrier. [illegible], its successors and [illegible] granted) to construct, [illegible] railroad tracks, facilit[illegible] transportation, communication [illegible] over, under, across and alo[illegible]

3. This [illegible] easements, restrictions, con[illegible] claims of title which may affect [illegible] herein shall not be construed as [illegible]

4. The [illegible] and become void if the construct[illegible] is not commenced within one (1) [illegible]

5. Grantee [illegible] constructing, reconstructing a[illegible] property. Grantee agrees that all work [illegible] or in connection with said structure shall be done at such times and in [illegible] manner as not to [illegible] any way whatsoever with the operati[illegible] construction of said structure shall [illegible]

Grantee a[illegible] the cost and expense to Railroad of furnishi[illegible] labor in connection with the construction, [illegible] of said structure, including, but not limited to, the instal[illegible] removal of such falsework and other protection beneath or along [illegible] tracks, and the furnishing of such watchmen, flagmen and inspectors [illegible] necessary.

In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct or alter [illegible] in the location thereof upon receipt of wri[illegible] from Railroad so to do.

6. As part considera[illegible] an amount equal to any and all assessments [illegible] order of any authorized, lawful body against the property [illegible] which may have been paid by Railroad) to defray any part of [illegible] or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein [illegible]

7. Grantee, its agents and employee[illegible] shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to s[illegible] structure. Grantee agrees to keep said property in a good and safe con[illegible] free from waste, [illegible] as affected by Grantee's operations, to the [illegible] of Railroad. If Grantee fails to keep said property in a good and safe condition free from waste, then Railroad may perfo[illegible] the necessary work [illegible] the expense of Grantee, which expense Grantee agrees to pay to Railroad up[illegible]

8. In the event any work upon or in connection with said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agree[illegible] satisfactory to said company [illegible] claims, liability, cost and exp[illegible] growing out of the performance of the work to be done by such contr[illegible]

Such contract[illegible] shall furnish, at t[illegible] without expense to Railroad, a reliable surety bond, in an amount and in a form satisfactory to said company, guaranteein[illegible] the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of Public Liability and Property Damage Insurance, within limits specified by, and in a form satisfactory to, said company, covering the contractual liability assumed by contractor in said agreement to be entered into with said company by such contractor.

9. Should Grantee, its successors and assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

216 163

STATE OF CALIFORNIA, } ss.
City and County of San Francisco }

On this ______ day of ______ in the year One Thousand Nine Hundred and Sixty ______ before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. D. Lamprecht and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

(65 Market St.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 25, 1964.

STATE OF OREGON)
) ss.
County of Lincoln)

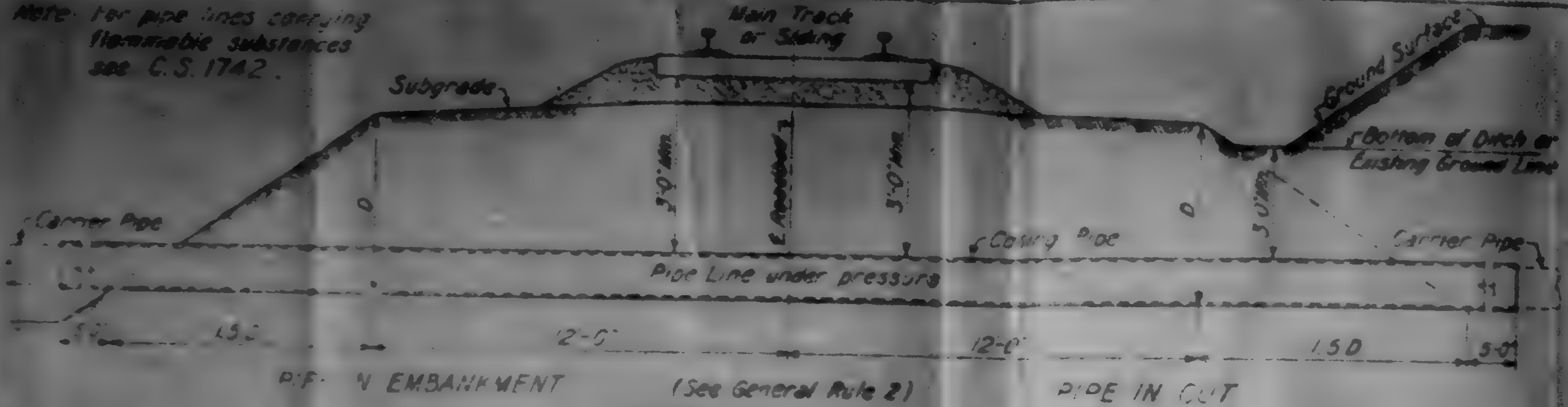
On this ______ day of April, 1961, before me appeared Lorne Dixon and Gladys Burgess both to me personally known, who being duly sworn, did say that he, the said Lorne Dixon is the Mayor, and she, the said Gladys Burgess is the City Recorder of the City of Toledo, Oregon, and that the seal affixed to said instrument is the corporate seal of the said City of Toledo, and that the said instrument was signed and sealed in behalf of said City of Toledo by authority of its City Council and Lorne Dixon and Gladys Burgess acknowledged said instrument to be the free act and deed of said City of Toledo, Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public for Oregon
My Commission Expires:

216 - 104

Note: For pipe lines carrying flammable substances see C.S. 1742.



C.S. 1741

RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON-FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS

GENERAL

[illegible] Distance from bottom of tie to top of pipe, casing or concrete encasement shall be not less than [illegible]

[illegible] ties and [illegible] shall [illegible] an approved casing [illegible] length of casing shall be as shown on the drawing above.

[illegible] pipe lines [illegible] pressure crossing any track, [illegible] the carrier pipe is of sufficient strength to support the track and has water-tight joints. For such pipe lines, casings lighter than specified in Table I for supporting track may be used for installing pipe provided the space between carrier pipe and casing is backfilled with grout or sand.

[illegible] If carrier pipe does not [illegible] support track [illegible] length of casing measured [illegible] side of center [illegible] from bottom of the [illegible] feet, except [illegible] embankment [illegible] extend beyond slope of embankment.

[illegible] culverts, [illegible] foundations of [illegible]

[illegible] shall be corresponding [illegible] using steel pipe with welded [illegible] joints or corrugated [illegible] pipe with all seams and [illegible] riveted and soldered, having a diameter of 48 inches or less and the required strength to support track, may be installed without a casing.

CASINGS

1. Casing may be of either corrugated iron, smooth steel or concrete. It shall have sufficient strength to support track, except that a lighter casing may be used for installation purposes as provided in General Rule 3 above.

Nestable (knocked down) type plain galvanized corrugated pipe of gage corresponding to requirements of Table I may be used to protect carrier pipes that are already in place.

2. Metal casing for supporting track shall conform to thicknesses shown in Table I and shall have joints of either screw, welded or riveted type. It shall be galvanized or shall be dipped in preservative material and thoroughly coated inside and outside.

3. Concrete casing for supporting track shall have the strength specified in current A.S.T.M. Serial Designation C-76, Class III. All joints shall be water-tight and of an approved type of construction.

4. The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.

5. Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.

6. Casing shall be so installed as to prevent formation of waterway under the railway. It shall have even bearing throughout its length and shall slope towards one end.

7. When practicable, casing may be installed by the jacking or boring method. If installed by tunneling, space around carrier pipe must be backfilled with grout or sand.

8. When pipe [illegible] lines having diameter of 36" or less, when crossing [illegible] other than main tracks and sidings, may be encased in concrete as shown in Table II.

9. Where the ends of the casing are below ground they shall be suitably protected against the entrance of foreign material which might prevent ready removal of the [illegible] pipe.

Where the ends of the casing are above ground surface and above high water level they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.

0. Requirements for casings for pipes under main tracks and sidings in dedicated streets may be modified when authorized by Chief Engineer.

CARRIER PIPE

1. Carrier pipe shall be of an approved type with water-tight joints.

2. Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength as required above for casings.

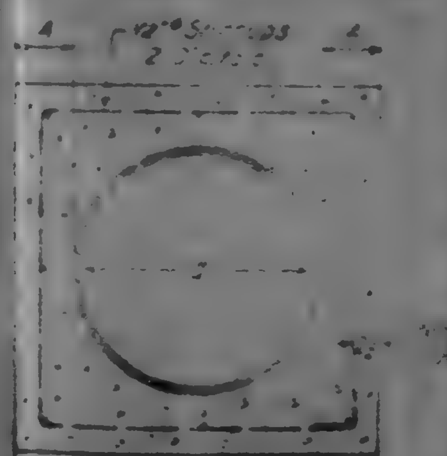
3. Cast iron carrier pipe used without a casing shall have a thickness not less than that specified for Class 150 Cast Iron pipe.

TABLE I
THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter	Corrugated Iron Pipe	Smooth Steel Pipe
Inches	U.S. Std. Gage No.	[illegible] Inches
4 to 10	14	[illegible]
12	14	[illegible]
15, 18	14	[illegible]
[illegible]	12	[illegible]
30, 36	10	[illegible]
48, 54, 60	8	

TABLE II
CONCRETE ENCASEMENT FOR PIPES

d Inches	A Inches	[illegible] Length [illegible] 12'0 Bars
[illegible] 2	4	[illegible]
15	5	4
18	5	6
21, 24, 27	6	[illegible]
30	7	[illegible]
33	8	[illegible]
36	9	



SOUTHERN PACIFIC LINES
COMMON STANDARD

PIPE LINES
FOR NON-FLAMMABLE SUBSTANCES CROSSING UNDER TRACK

NO SCALE

ADOPTED APR. 20, 1953
REVISED AUG. 20, 19[illegible]

NOTED
C. G. SWENSON

NOTED
H. S. COX

May 24, 1961

NOTED
V. R. JONES

Mr. M. B. Winegar
City Manager
Toledo, Oregon

NOTED
Harold C. Ayers

Dear Mr. Winegar:

On May 23, the Highway Commission opened bids on the Special City Allotment project on the "A" Street extension. The low bid was submitted by Smith Transfer Company and the revised estimate based on this bid is as follows:

Construction Items	$52,261.90
Flagging, State's Share	300.00
Engineering & Contingencies, 12-1/2%	6,570.24
Survey	1,460.00
Total Anticipated Cost.	$60,592.14

As per the agreement executed by the City and State, City is to pay all costs of the project in excess of $20,000. As the contract cannot be awarded until the City's advance deposit is in our hands, will you please at your earliest convenience forward to this office a check made payable to the Oregon State Highway Commission in the amount of $40,600.

Very truly yours,

Check received
5-25-61

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm

NOTED
Harold C. Ayers

MEMO TO FILES
5/24/61

TOLEDO $250,000 Fund Project

I called Marston Winegar re outfall sewer under the railroad tracks on the "A" Street Extension project. Mr. Winegar informed me that the city has an agreement with the railroad company concerning this matter and will forward a copy of this agreement to this office.

He also told me that they have money reserved to pay the railroad company directly for expenses incurred by them in connection with this project.

C. G. Swenson
County & City Relations Engineer

CGS:mm

[redacted]

RECEIVED
MAY 16 1961
FOR FILING

321-1712
5918

Spec. St. Tax Fund
#25

Salem, Oregon
May 10, 1961

$250,000 Fund Agreement
City of Toledo

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with the City of Toledo covering the Special City Allotment project on "A" Street in Toledo.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Toledo.

Secretary

tn
Atach:

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
4/24/61

SUBJECT: $250,000 Fund Agreement
City of Toledo

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on "A" Street in Toledo. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 11/3/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECO[illegible]
G S Paxson
Assistant S[illegible]

RECEIVED
[illegible] 8 1961
OREGON
STATE HIGHWAY COMMISSION

11-3-60 Min. Page 32894
Floyd Query
Secretary

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MAY 10 1961
FOR FILING

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5918

May 10, 1961

Virginia Lenon
Acting City Recorder
City Hall
Toledo, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Toledo a fully executed copy of an agreement between the State Highway Commission and the City of Toledo covering the Special City Allotment project on "A" Street in Toledo.

Very Truly Yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

Toledo ("A" St. Extension) Section
Grading and Paving

Estimate
4-26-61 Dy

No.	Item	Quantity	Price	Amount
1	Removal of Concrete and Masonry	All Spec.		500
2	Drainage Excavation, Unclassified	1740 Cu Yds	3.00	5220
3	General Excavation, Unclassified	2060 Cu Yds	1.00	2060
4	Finishing Roadbed and Slopes	All Spec.		210
5	8-inch Concrete Pipe	230 Lin Ft	2.00	460
6	12-inch " "	270 Lin Ft	2.50	675
7	15-inch " "	240 Lin Ft	3.75	900
8	18-inch " "	300 Lin Ft	4.50	1350
9	18-inch Corrugated Metal Pipe	170 Lin Ft	5.00	850
10	18-inch Corrugated Metal Pipe, 14 gage	50 Lin Ft	20.50	1025
11	Extra for Pipe Under Pavement	280 Lin Ft	3.00	840
12	12-inch Sewer Pipe	150 Lin Ft	2.50	375
13	18-inch Sewer Pipe	600 Lin Ft	3.75	2250
14	6-inch Perforated Metal Drain Pipe, Uncoated	800 Lin Ft	2.00	1600
15	Special Backfill in Drains	130 Cu Yds	6.00	780
16	Concrete Inlets, Type G	12 Only	95.00	1140
17	Concrete Manholes	10 Only	325.00	3250
18	Adjustment of Manholes	3 Only	75.00	225
19	Concrete Curbs and Gutters	120 Cu Yds	50.00	6000
20	Concrete Walks	460 Sq Yds	5.00	2300
21	Class "A" Concrete	4 Cu Yds	90.00	360
22	Metal Reinforcement	300 Lbs.	0.16	48
23	Pipe Handrail	34 Lin Ft	5.00	170
24	Coarse Crushed Material in Base	3,760 Cu Yds	4.00	15,040
25	3/4"-0 Material in Base	400 Cu Yds	4.25	1700
26	Sprinkling	90 M-Gals	3.00	270
27	Preparation of Base	All Spec.		150 —
28	3/4"-0 Material in Binder Course	36 Cu Yds	6.00	216
29	RC-3 Asphalt	6 Tons	80.00	480
30	Class "B" Asphaltic Concrete	910 Tons	11.00	10,010
31	Asphaltic Concrete Traffic Markers, Type L	20 Lin Ft	1.00	20
			Total	60,474 —
			Antic. Add items	
			Flagging	300 —
				16,2[illegible]
			Total	60,774 —
			12½% E&C	7,596.75
			Total	68,370.75
			Revised Estimate	68,820 —

Preliminary #1319.22

RECEIVED
APR 7 1961
FOR FILING

321-1712

5912

April 7, 1961

Mr. R. S. Minegar
City Manager
City Hall
Toledo, Oregon

Re: "A" Street Project
in Toledo

Dear Mr. Minegar:

You have a copy of Mr. A. W. Kilborn's letter to me dated March 29 concerning the cost of flagging and watchman services and of the cutting of the track to allow installation of the sewer line. In view of the fact that this project exceeds the $20,000 limit on which the State participates, I believe it would be simpler to have the Southern Pacific Company bill the City direct for the cost of opening the track, as well as the cost of watchman and flagman services, and if you have no objection, we will write our specifications that way.

If this does not meet with your approval, please advise immediately.

Very truly yours,

W. C. Williams
State Highway Engineer

By

E. S. Paxson
Assistant State Highway Engineer

cc to: Mr. A. W. Kilborn
Mr. W. C. Williams
Mr. R. L. Porter
Mr. C. G. Swenson

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MAY 4 1961

FORM E-30 50M 7-60 29395
FOR FILING
321-1712

5918

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1961

SUBJECT:

To: MEMO TO FILE

A meeting was held this date with city officials of Toledo to discuss and clear up some misunderstanding re a proposed project in that city. There seems to be some discrepancies in the various estimates for the project; however, I settled this matter with the City people as follows:

(1) The State will proceed forthwith to make a final plan for the job and write special provisions for a contract.

(2) At the time this work is completed or practically completed, Mr. Porter will notify Mr. Wolfe, who in turn will contact the City Manager, Mr. Marston Winegar, at which time he wishes to come to Salem and review the plans and specifications. It may be that he will wish consideration of some minor changes.

(3) No change will be made in the agreement that was handed to the City. The city officials have indicated that they will sign this agreement. They requested the right to reject the proposal after bids have been received and prices have been established. This, they are to have the right to do and it is assumed that Mr. Swenson will take care of this feature.

(4) It was requested by the city officials that this project be expedited for award in May, if possible. Will Mr. Porter take care of this feature.

(5) If there is any question or confusion re this matter, please discuss it with me.

The following is a list of the city officials present at the meeting

Marston Winegar, City Manager
Rod Everhart, City Attorney
Lorne Dixon, Mayor
Stanley A. Thomson, Councilman

Cooper
Forrest Cooper
Deputy State Highway Engineer

NOTED
V. D. WOLFE

cc Mr. Williams
Mr. Wolfe ✓
Mr. Edwards
Mr. Porter
Mr. Swenson
Mr. Walker

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY HOOD

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

Advised Winegar
I thought around
$75,000.00

December 5, 1960

RECEIVED
DEC 7 1960
ENGINEER
COUNTY & CITY RELATIONS

Mr. Harold C. Ayers
Oregon State Highway Department
State Capitol
Salem, Oregon

Dear Mr. Ayers:

I am enclosing two sets of two prints each of the Plan & Profile, "A" Street Extension Design, as prepared by the City of Toledo. Also enclosed are two copies of our preliminary design quantities and preliminary comments and notes for the special conditions. In order to plan to have this project prepared for an early spring advertisement I felt the earlier this could be in your hands for review the better.

Not yet finalized here are slope easements from approximately 1+25 to 4+00. A new development is the good possibility of eliminating the wall from 3+40 to 4±00. So the design and quantities cannot yet be completed on these items.

The road portion of the project is obviously going to overrun the original estimate. This is due primarily to a deeper base, a one block extension of the storm sewer, and the complete addition of the sanitary sewer rebuild. However, we have been billed for the railroad work and we can stand at least an additional $5,000.00 overrun as a result of their saving.

However, before the final plans and specs are prepared I would appreciate a review be made of the enclosed material and then an estimate be made. Subsequently we can make any necessary modifications due to financial or other reasons prior to actual putting the material in final form for advertising. Thanks again for your help.

Yours very truly,

M. B. Winegar

M. B. Winegar
City Manager

Si Cox

Copy to J. Walker

MBW:vll
Encls.

MAYOR
LONNIE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

August 16, 1960

Oregon State Highway Department
State Capitol Building
Salem, Oregon

Attention: Mr. Harold C. Ayers.

Dear Sir:

In accordance with our recent conversation, the City Council of the City of Toledo has reviewed and now respectfully asks that work on our "A" Street Extension project be handled in the following manner. This is predicated on favorable consideration of our assistance application by the Highway Commission.

1. The City to do all location and design engineering other than base thickness.
2. The State to prepare contract drawings and specifications.
3. The State to advertise for bids and to award a contract for the entire project subject to confirming approval of the amount of the award by the City.
4. The State to supervise and inspect the work.
5. The City to pay all costs thereof in excess of the proposed $20,000.00 to be borne by the State.

I hope this plan will result in the best possible job at the lowest price. Undoubtedly a single contract will be more economical than separate City and State projects. As a result the joint venture setup is being proposed by the City for this improvement.

RECEIVED
17 1960

Si Cox

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll

5-11-1712
5718

4-59 8-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

GMO 76267

March 29, 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Referring to your letter of February 14, file "A" Street Project, Toledo:

We have completed the rearrangement of our trackage under agreement with City of Toledo which will allow the construction of "A" Street from 1st Street North to Main Street.

As discussed during meeting with Mr. Winegar and representatives of State Highway Department, it is our intention to handle directly with City of Toledo regarding any flagging or watchman necessary for the protection of Railroad during this construction project. State's Contractor should furnish Railroad insurance under usual procedure.

Regarding installation of storm sewer beneath our tracks:

It will cost approximately $230. for labor to remove the ties allowing the use of tractor with back-hoe to dig the trench for sewer installation. If it is necessary to remove rails, it will cost approximately $380. for labor. Estimates are based on our forces working on either Saturday or Sunday so there will be no interruption in train service and work will be performed at our convenience. Also, trench to be backfilled with select material.

Yours truly,

AWKilborn

cc: Mr. M. B. Winegar, City Manager
City of Toledo
Toledo, Oregon

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OREGON
STATE HIGHWAY COMMISSION

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STATE HIGHWAY ENGINEER

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5211

Salem, Oregon
March 14, 1961

"A" Street Project
in Toledo

Mr. R. L. Porter
Mr. J. D. Walker

A conference was held yesterday morning with Mr. Kendrew of the Southern Pacific Company and Mr. Winegar, City Manager of Toledo, with reference to the "A" Street project in Toledo. This is a project which we are constructing under the $200,000 special city allotment fund.

It was agreed that a separate agreement with the Southern Pacific Company and the State would not be necessary. We are to include in our contract the requirement for railroad insurance and also the usual articles relating to relations with the railroad company. This will be modified with regard to watchmen and flagmen costs, as this contract will provide that railroad watchmen and flagmen will be at the cost of the City of Toledo and will be billed directly to the City, and that there will be no charge to the contractor for these services.

Please keep this in mind in writing up the specifications for this project.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

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FOR FILI

S-2440

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

321-1712

5918

GMO 76267

March 7, 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Acknowledge your letter of February 14 relative "A" Street Project, Toledo, Oregon:

Rearrangement of our trackage has been completed as covered by agreement dated August 17, 1959, between City of Toledo and Southern Pacific Company.

Since this street project is to be handled by State, it will be necessary that we be advised length of time Contractor will be allowed for this project to determine length of time our watchman will be required. Is this to be handled by State's Contractor? If so, it is our opinion that Contractor furnish regular Railroad Insurance as required in any highway project.

Recommend a meeting be held with all parties involved to determine all features to be incorporated in any type of a construction agreement that is prepared between City of Toledo and/or with Oregon State Highway Department.

Please advise satisfactory meeting date.

Yours truly,

AWKilborn

NOTED
G. S. PAXSON

cc: Mr. M. B. Winegar, City Manager
City of Toledo
Toledo, Oregon

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MAR 8 1961
OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILES
321-1712
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February 14, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: "A" Street Project
in Toledo

Dear Sir:

I have a copy of the agreement entered into August 17, 1959 between the City of Toledo and the Southern Pacific Company having to do with the rearrangement of railroad tracks and improvement of "A" Street. This project is to be done as one of the city projects under the 1961 city allotment fund. Plans will be prepared by the State, and the work will be supervised by the State. At the completion of the project, the operation and maintenance will be by the City of Toledo.

It would be appreciated if you would advise whether the Railroad Company has completed its rearrangement of trackage under this agreement, whether the construction of the project will require railroad flagmen or watchmen, whether railroad insurance will be required, and if reimbursable expenses are to be incurred by the Railroad Company, it would be appreciated if we could have an estimate of these costs.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:as

cc to: Mr. M. B. Winegar
Mr. W. C. Williams
Mr. C. G. Swenson
Mr. R. L. Porter

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1961

SUBJECT: 1961 City Allotment Projects
Involving R.R. Crossings

To: Mr. G. S. Paxson
OFFICE

Two projects in the 1961 City Allotment program approved by the Highway Commission involved railroad crossings.

On the R Street project in Riddle, the city has been notified that we will terminate the project at the southerly railroad right-of-way line thus eliminating the railroad crossing.

On the A Street project in Toledo, a P.U.C. hearing has been held and the city has entered into an agreement with the Southern Pacific Company. Copies of this agreement and the P.U.C. order are attached hereto.

I have been informed by the city manager that the right-of-way transactions set forth in the agreement are nearly completed. Paragraph 14 of the agreement requires the approval of construction plans by the railroad company. We will furnish these plans to the city to submit to the railroad company as soon as they are available. This paragraph also requires that the contractor enter into the "railroad's standard contractor's agreement" covering this work. Does this refer to liability insurance?

C. G. Swenson
C. G. Swenson
County and City Relations Engineer

CGS:mm
Att.

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

January 31, 1961

Mr. H. C. Ayers
County and City Relations Field Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Ayers:

I am enclosing a copy of the S. P. Railroad - City "A" Street Agreement as you requested in your letter of January 30th. A copy of the drawing referred to in the agreement can probably be obtained through Mr. Kendrew of the S. P. at the Union Station in Portland. The print here is too big to run through a copy machine and I'm sure they have the tracing in Portland.

Two of the three slope easements we needed and as were mentioned in my most recent letter, have now been received. As a result the right of way is nearly wrapped up.

Very truly yours,

M. B. Winegar

M. B. Winegar
City Manager

MBW:bc
1 encl

RECEIVED
FEB 1 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
C. G SWENSON

January 30, 1961

Mr. M. B. Winegar
City Manager
City Hall
Toledo, Oregon

Dear Mr. Winegar:

Thank you for the Public Utility Commissioner's order on the "A" Street extension. This appears to cover the matter except for a copy of the contract between the Southern Pacific Railroad Company and the City of Toledo as mentioned on page 8 of the order.

In order that there be no delay in letting the contract for the construction project, we desire to get this railroad crossing problem fully resolved. Will you please therefore send us a copy of your contract with the S.P.R.R. Company to complete our records.

The resident engineer has not, at this time, completed his survey so we can give you no better estimate or drawings yet but we will contact you as soon as plans and estimate are complete.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:[illegible]

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

January 24, 1961

Mr. H. C. Ayers, Field Engineer
County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Ayers:

In reply to your letter of January 23, I am enclosing a copy of the order of the Public Utility Commissioner regarding our "A" Street Extension project and a print of the drawing referred to therein. I trust this copy will be adequate.

Good progress has been made on right of way and slope easements. The Southern Pacific deeds for the new alignment are in the process of being recorded. Two sections of slope easements are signed, sealed and delivered. Also I anticipate the three other easements should be cleaned up by the middle of February at the very latest. So at that time the City should be ready to approve the final plans for advertisement.

I would appreciate knowing if there has been any progress made on the final estimate and drawings as yet. Thanks again for your assistance.

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll
Encl.

RECEIVED
JAN 25 1961
ENGINEER
COUNTY & CITY RELATIONS

P

RECEIVED
JAN 23 1961
FOR FILING

321-1712

5912

January 20, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I am attaching hereto two copies of a location prospectus for a small city job in Toledo. This will probably involve street work on your tracks in Toledo.

Details will be furnished you as soon as the survey is completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams

P

NOTE.
W. C. WILLIAMS

321-1712

5918

1-13-61

LOCATION PROSPECTUS
FIRST STREET-CATHERINE STREET
"A" STREET (TOLEDO)
LINCOLN COUNTY

The following prospectus is submitted concerning the above-mentioned section of "A" Street in Toledo. The northerly terminus is at the intersection of "A" Street and First Street. The southerly terminus is at the intersection of "A" Street and Catherine Street. The overall length of the project is 0.27 mile.

This will be a location survey to prepare plans, specifications, and estimates for grading, paving, and placing of curbs along old railroad grade.

The typical section will consist of a 38-foot city street section. The State's share includes placing curbs. The approved base design by G. L. Decker is:

Paving, Base, and Wear	3½"	A.C.
Top Course, Base	2 "	3/4"-0 Crushed
Bottom Course, Base	18 "	Coarse Crushed
Total Depth	23½"	

This project will be financed with special city allotment funds.

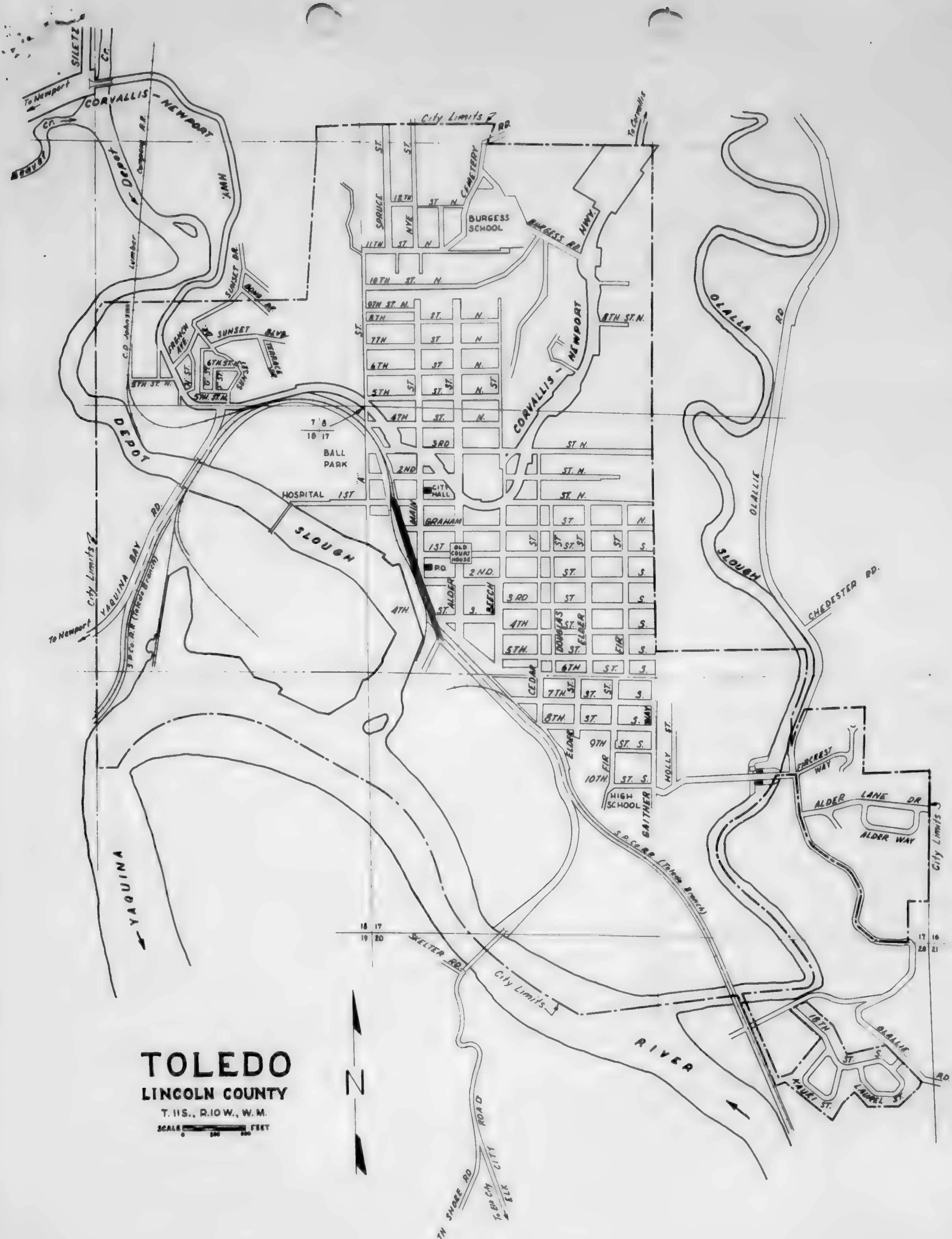
Final agreements with the city of Toledo will be necessary.

January 13, 1961

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
J. D. Walker (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright

RECEIVED
JAN 26 1961
OFFICE OF
STATE [illegible] ENGINEER



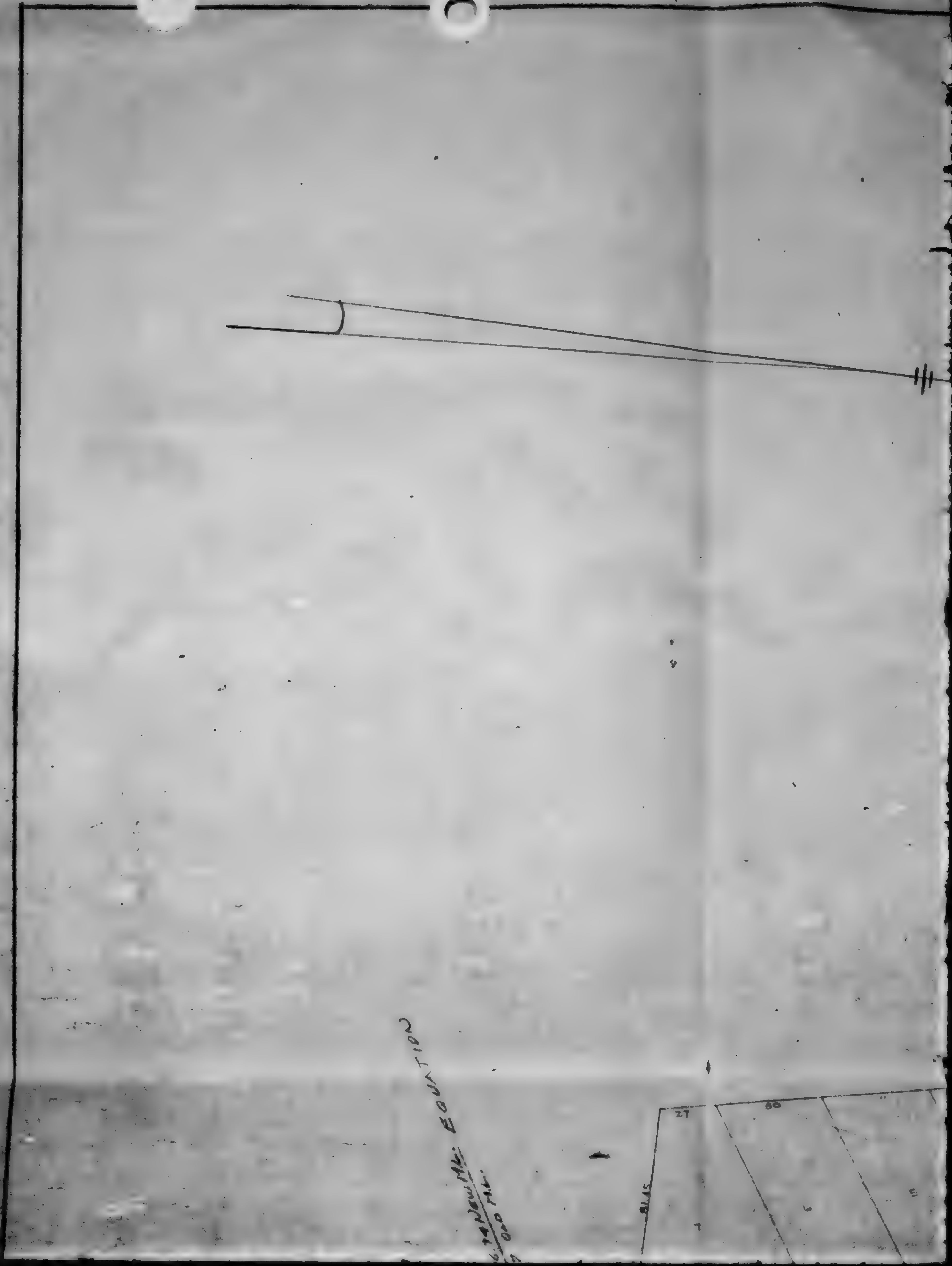
TOLEDO

LINCOLN COUNTY

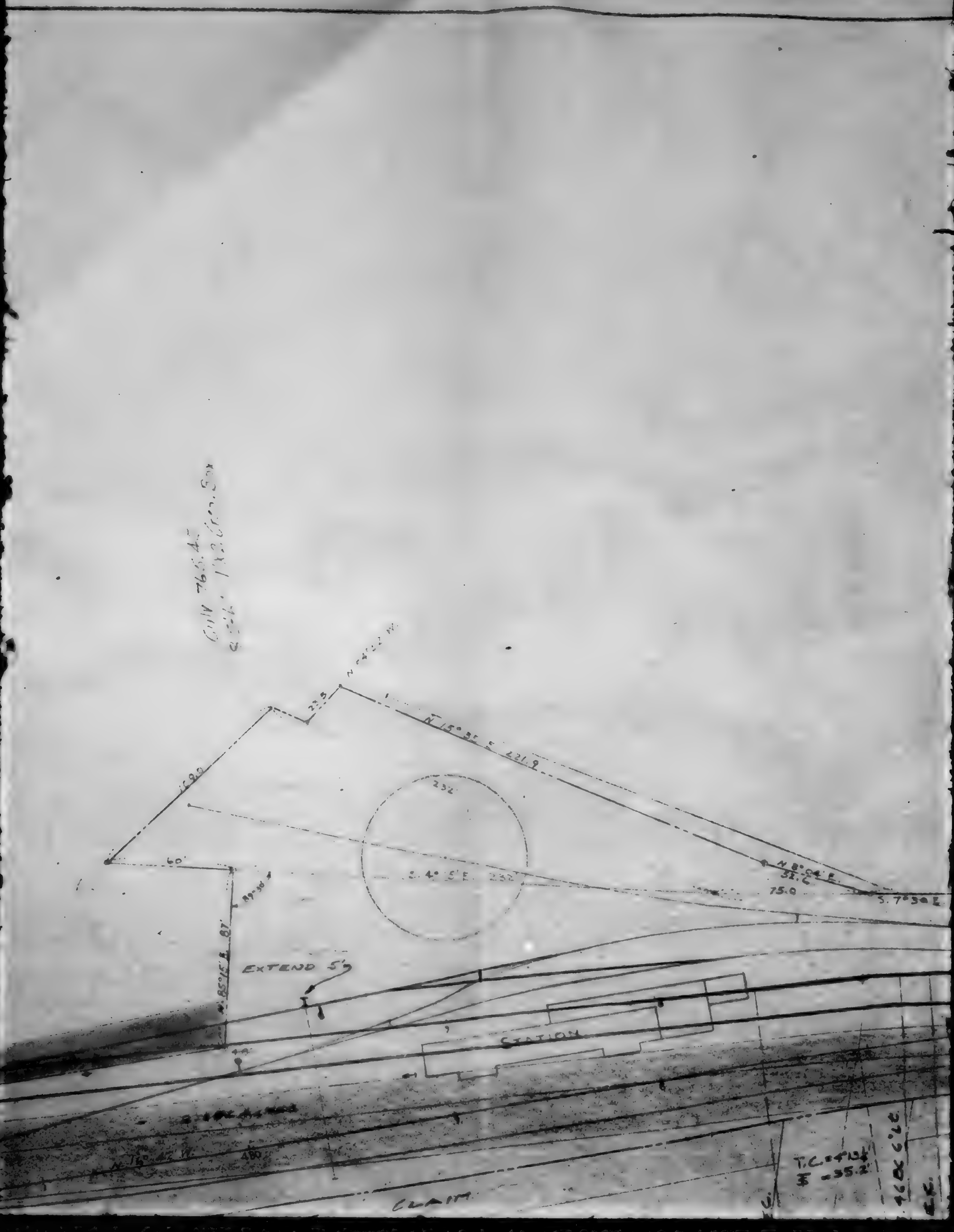
T. 11S., R. 10W., W.M.

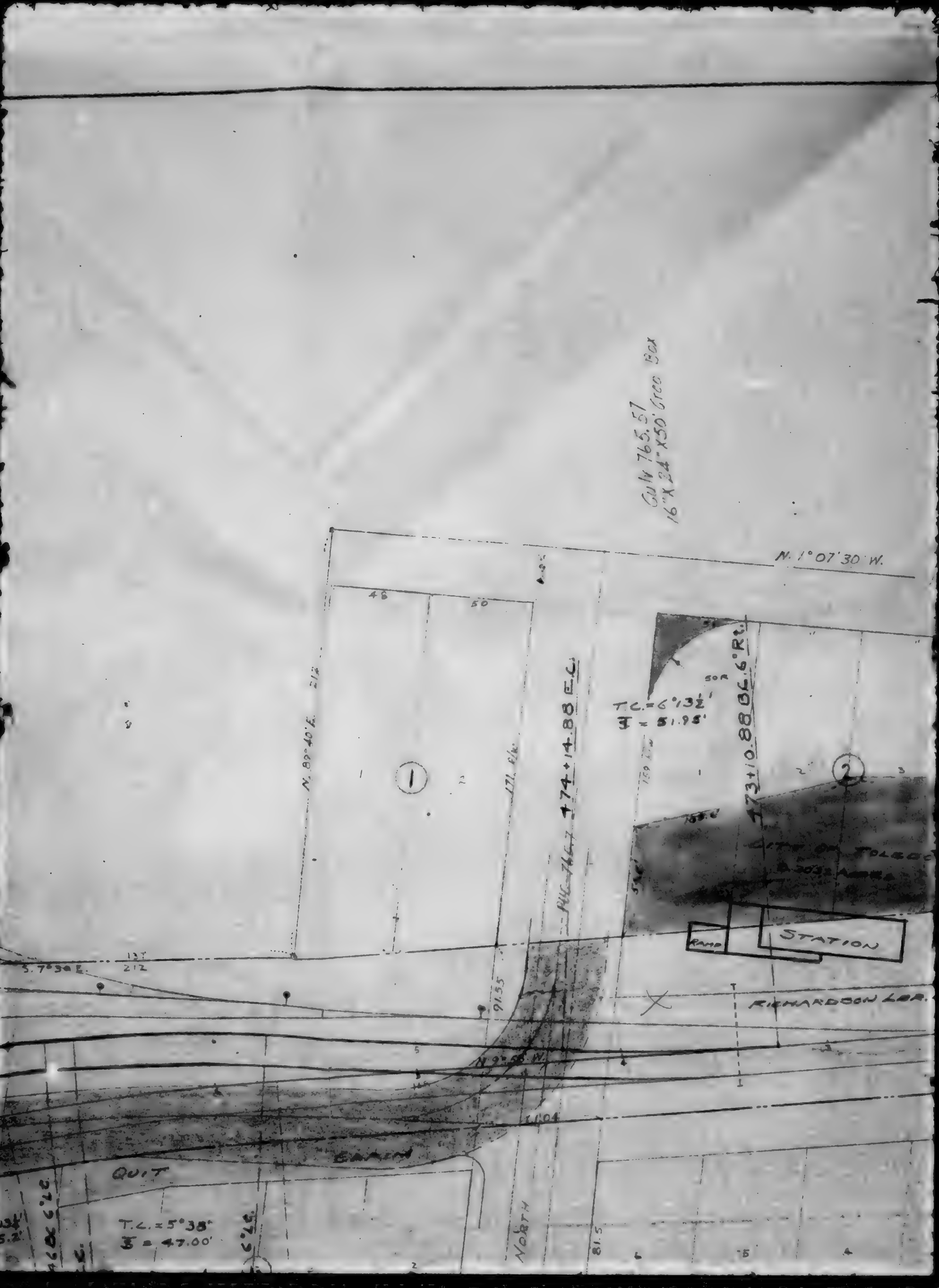
SCALE 0 500 1000 FEET

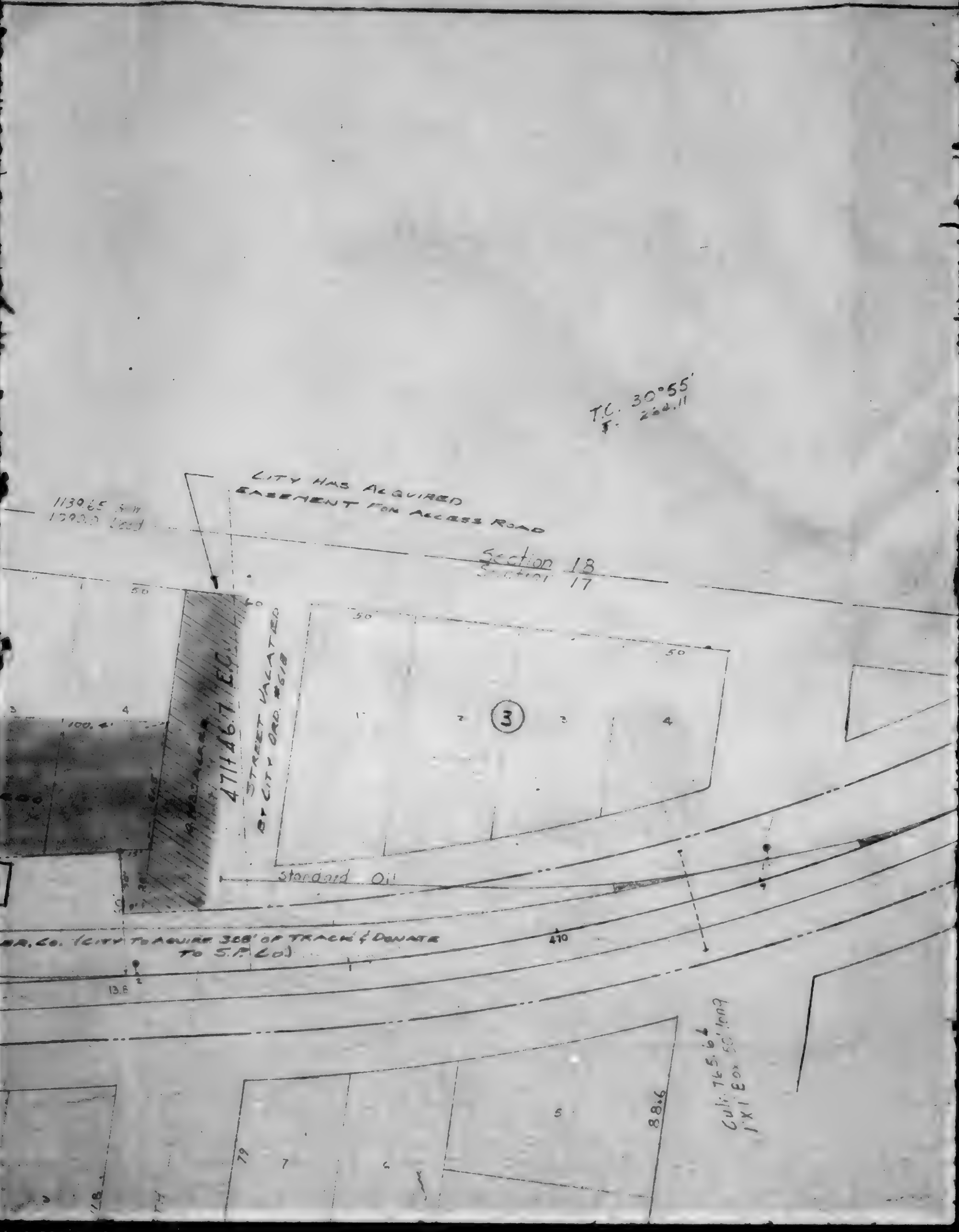
4-16-57

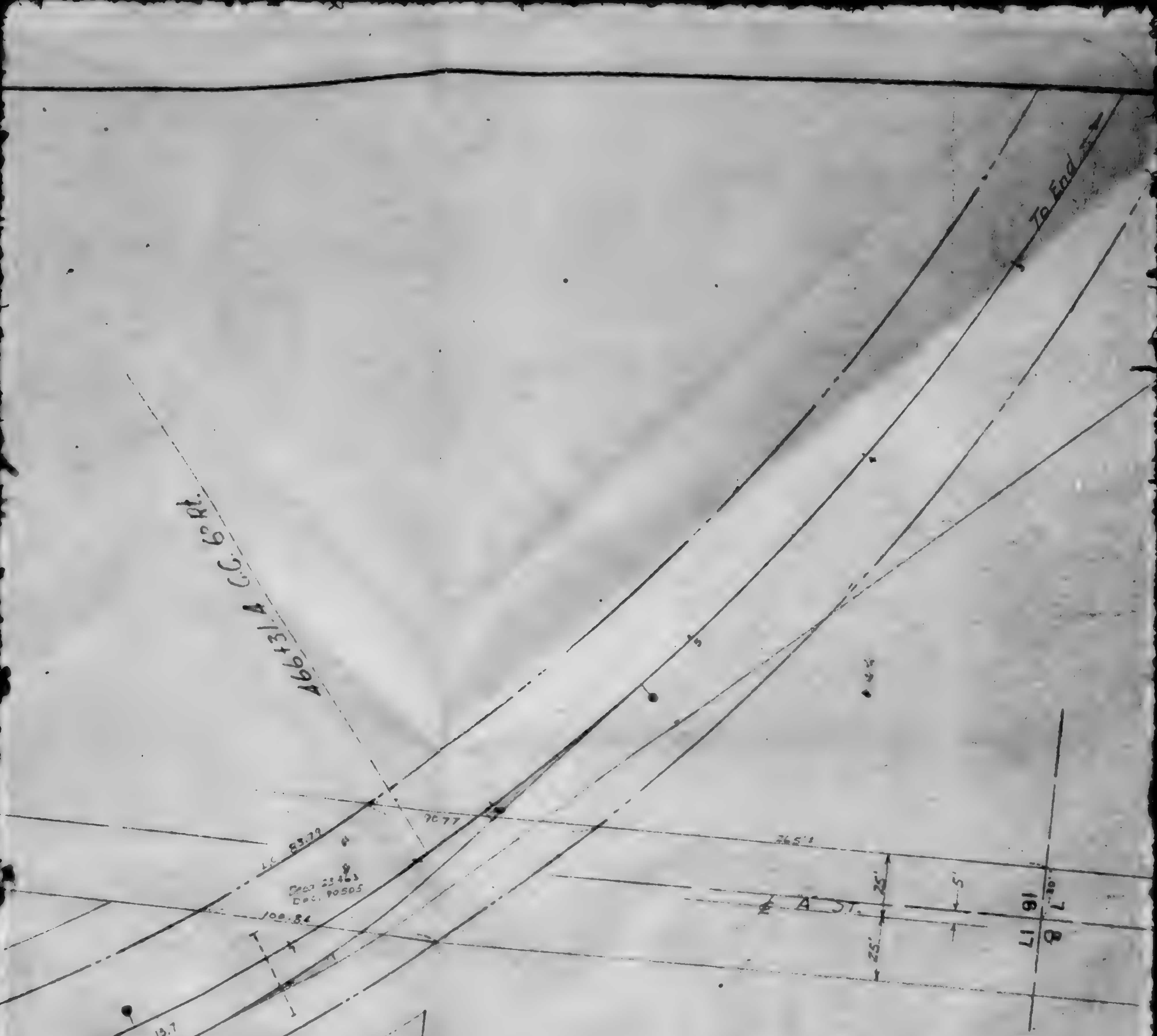

EQUATION
6.74 New M.L.
7 Old M.L.
27
60
81.45
7
6

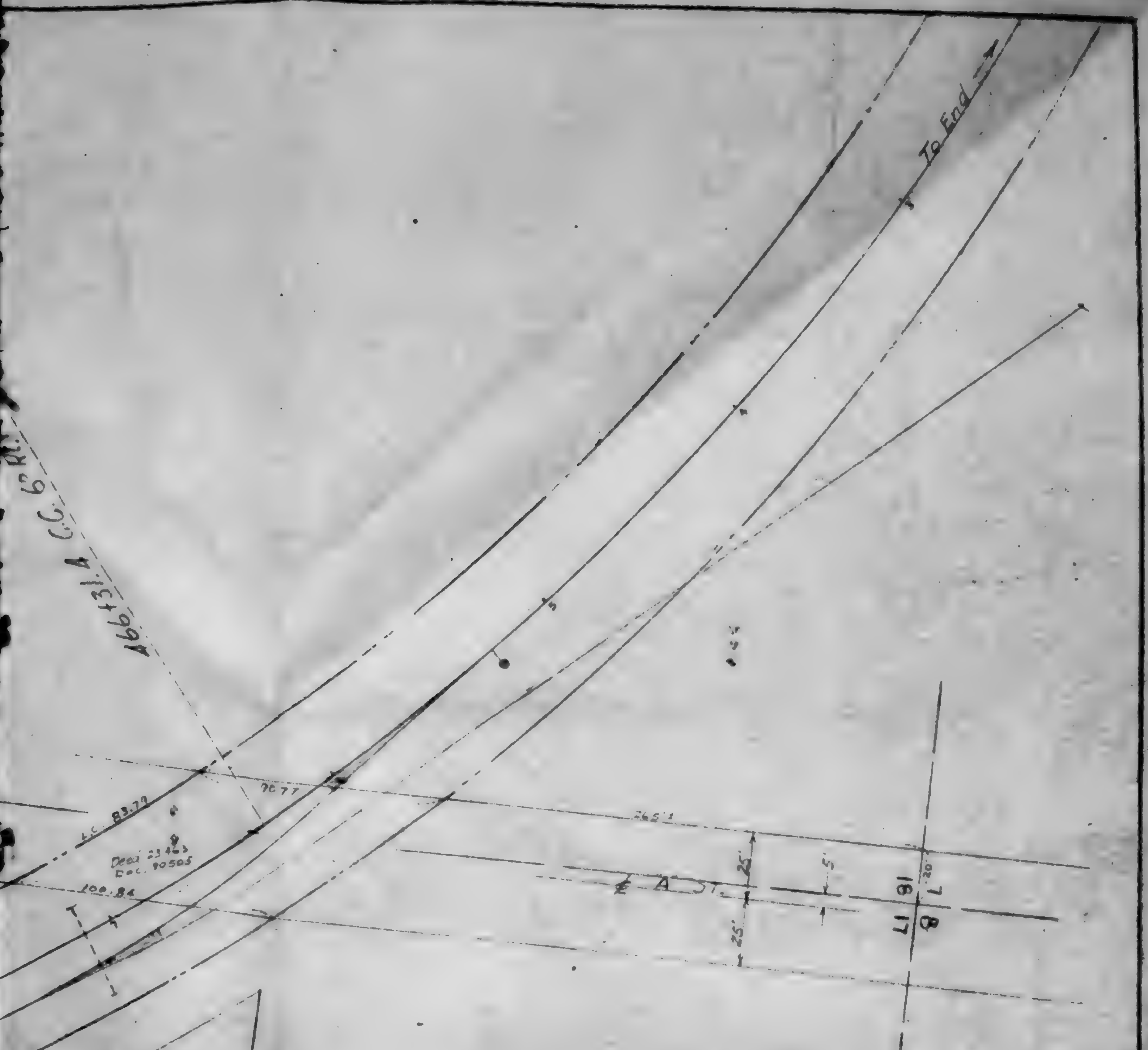
Culv. 765.38
17"X48" G160. Box
EXTEND CULV. 30'
50
2
3
4
5

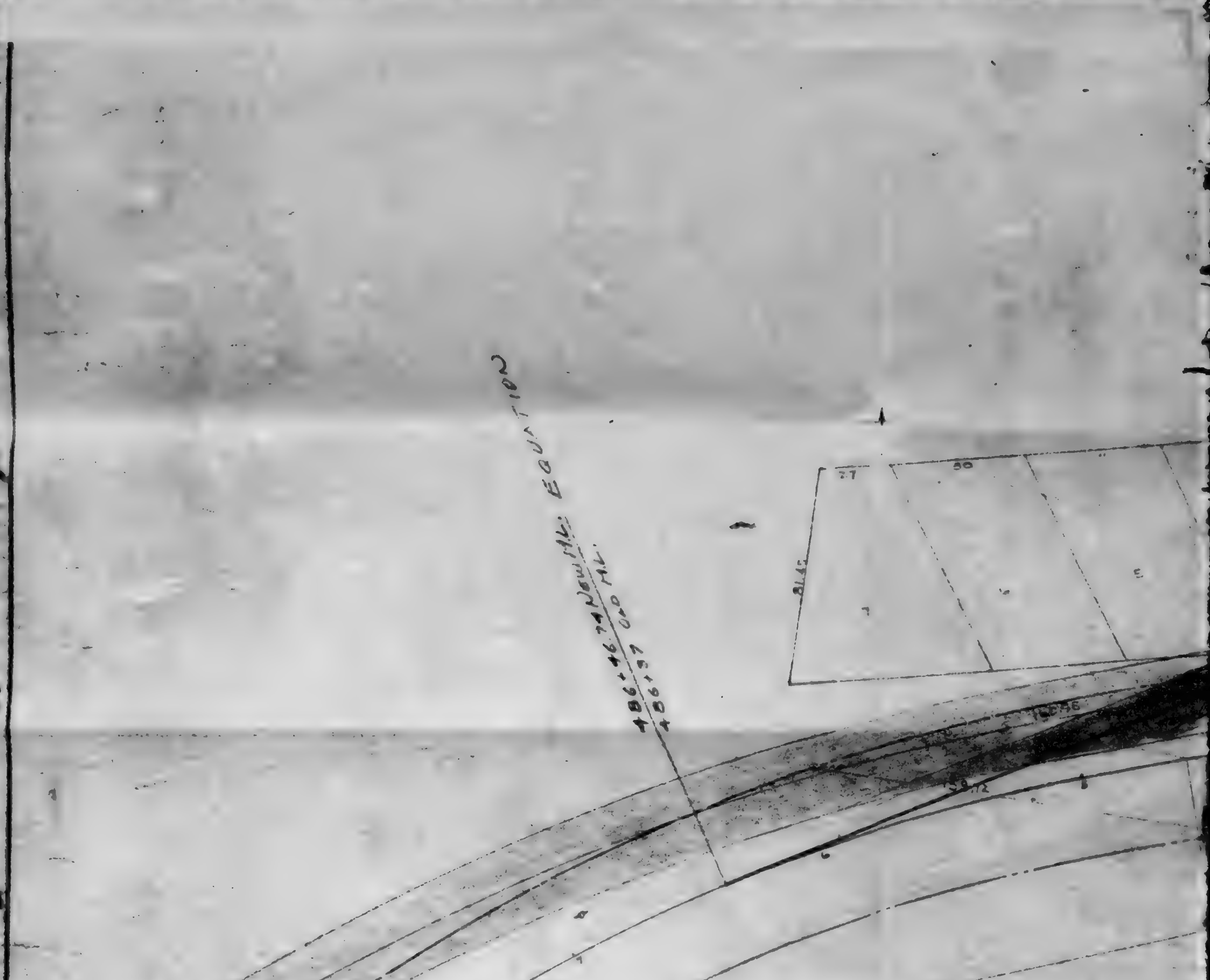

22.5
N 15° 35' E 221.9
232'
60'
S. 4° 15' E. 232
N 8° 04' E.
32.6
75.0
S. 7° 30' E.
89°30'
N 85°15' E. 87'
EXTEND 5'
STATION
N 76° 42' W.
480
CLAIM
T.C.
Ξ = 35.2'

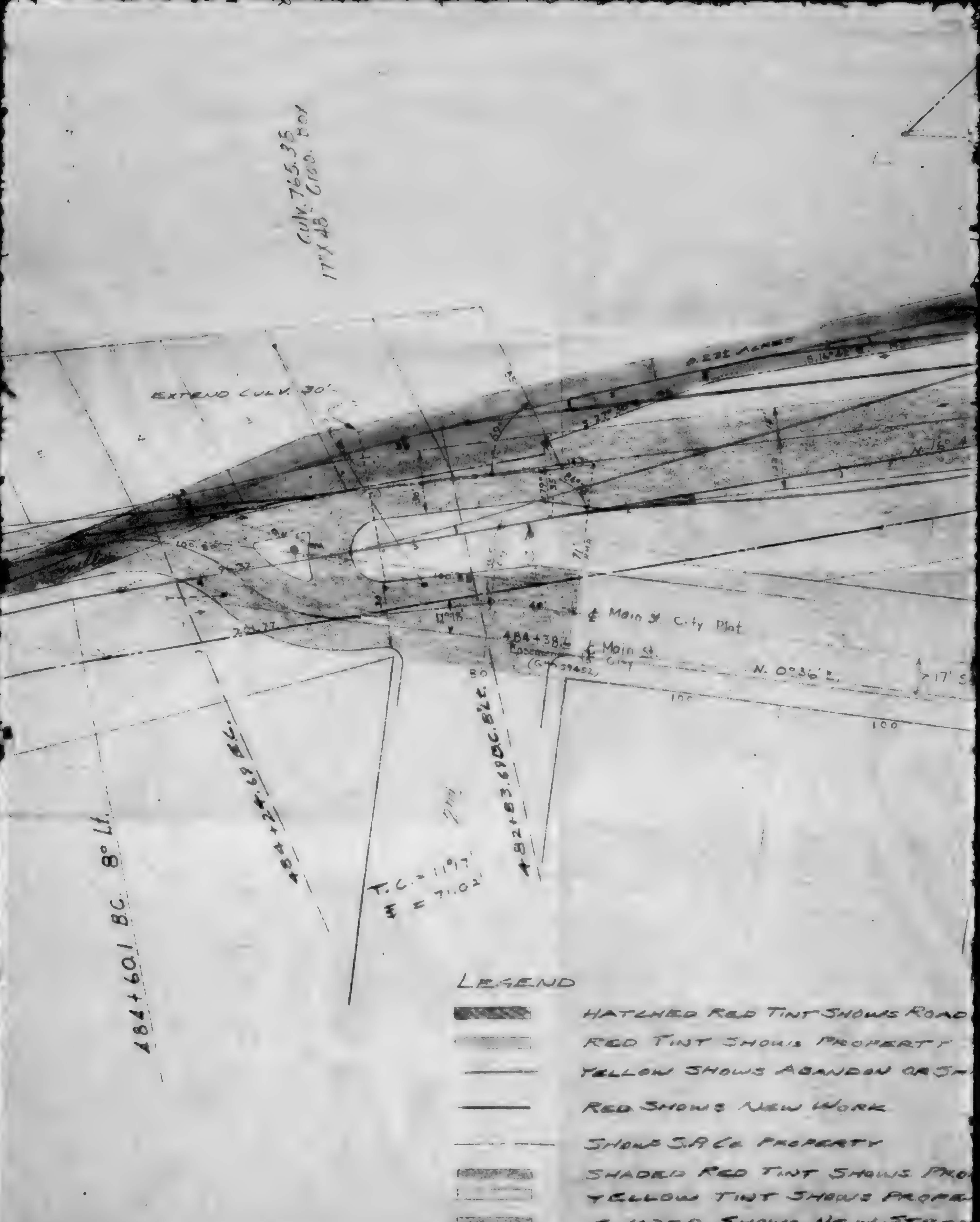
Culv 765.51
16"X24"X50' Creo Box
N. 1°07'30" W.
48
50
N. 80°40' E. 212
171 E/W
①
474+14.88 E.C.
P.I.C. 746+7
T.C. = 6°13½'
Ʃ = 51.95'
50 R
159
473+10.88 B.C. 6° Rt.
②
CITY OF TOLEDO
ACRES
RAMP
STATION
RICHARDSON LBR.
S. 7°30' E.
137
212
91.55
5
N. 9°56' W.
11.04
BASIN
QUIT
T.C. = 5°38'
Ʃ = 47.00'
6° LC
6° LC
NORTH
81.5
2
5
4

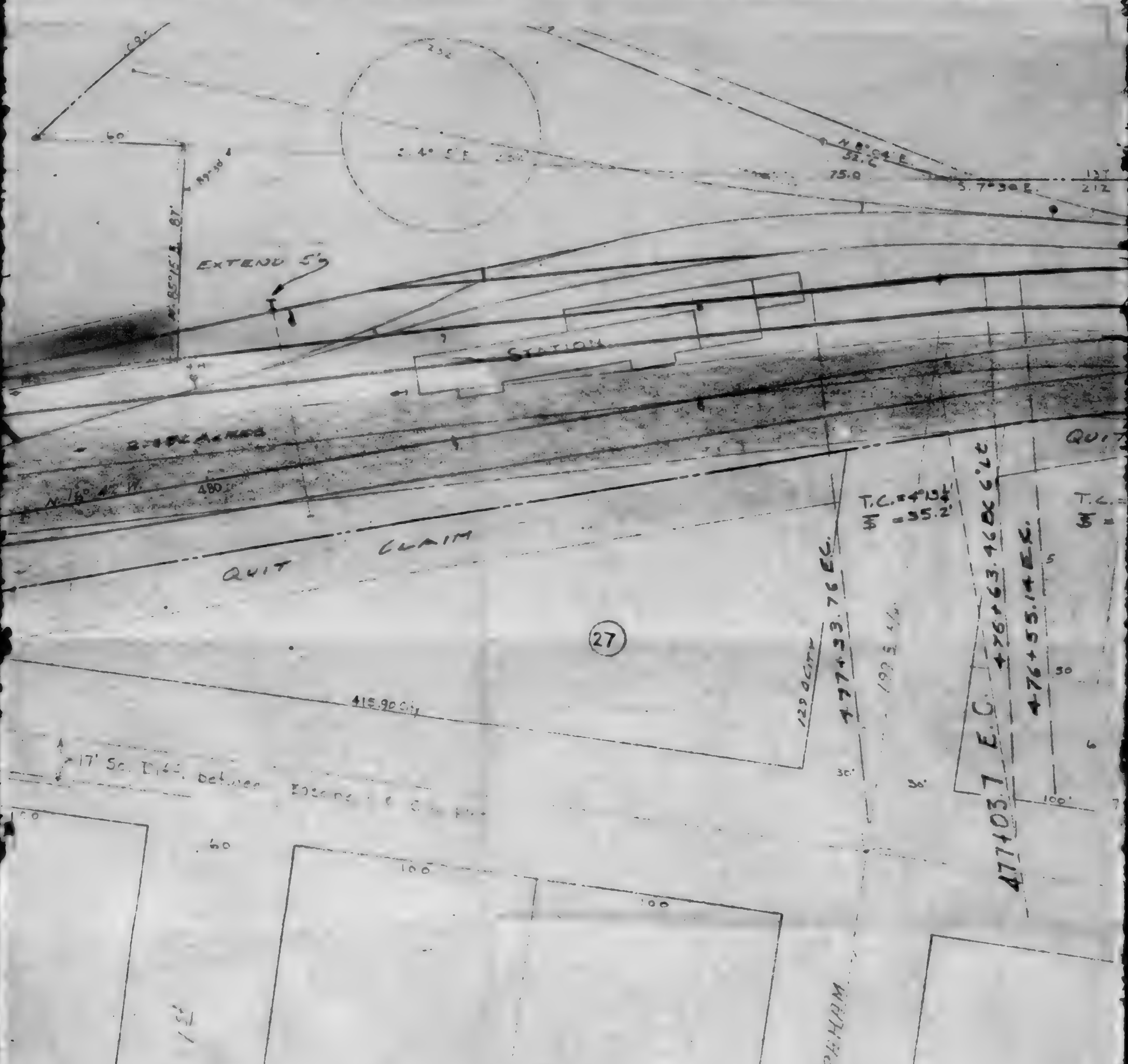

T.C. 30°55'
Δ 262.11
CITY HAS ACQUIRED EASEMENT FOR ACCESS ROAD
1130.65 S.W.
1393.9 Deed
Section 18
Section 17
50
60
50
50
3
4
100.
471+46.7 E.C.
STREET VACATED BY CITY ORD. #618
1
2
③
3
4
Standard Oil
RR. Co. (CITY TO AQUIRE 308' OF TRACK & DONATE TO S.P. Co)
470
13.8
2
Culv. 765.64 1'x1' Box 50' long
88.6
5
79
7
6
1.8


466+31.4 C.C. 6° Rt.
To End
L.C. 83.79
76.77
265'±
100.84
℄ 'A' St.
25'
25'
5'
16 | 17
L | 8
13.7
44
5
Culv. 765.69
1'x1'x36' Creo. Box


To End →
466+31.4 C.C. 6° Rt.
L.C. 83.79
90.77
265.1
Deed 23463
Doc. 90505
100.84
℄ A ST.
25'
25'
5'
20'
L
17 | 18
8
Culv. 765.69
1'X1'X36 Grec. Box


486+46.74 New M.L. EQUATION
486+37 Old M.L.
To Albany
30
30
1871+78.6 E.C.
T.C. 25°29'
℄ 161.98


CULV. 765.35
17"X48" C100. B.O.T.
EXTEND CULV. 30'
0.23± ACRES
N. 16° 4
17°18'
¢ Main St. City Plat
484+38.2
Easement
¢ Main St.
City
(G-39452)
N. 0°36' E.
>17' S
100
100
80
484+60.1 B.C. 8° Lt.
484+27.69 E.C.
482+83.69 B.C. 8° Lt.
T.C. = 11°17'
E = 71.02'
LEGEND
▨ HATCHED RED TINT SHOWS ROAD
▨ RED TINT SHOWS PROPERTY
— YELLOW SHOWS ABANDON OR S
— RED SHOWS NEW WORK
— - — SHOWS S.P. Co. PROPERTY
▨ SHADED RED TINT SHOWS PRO
▨ YELLOW TINT SHOWS PROPE
▨ SHADED SHOWS NEW STREE



…ows Road To Be Acquired By S.P. Co.

…perty To Be Acquired By City & Deeded To S.P. Co.

…on or Shift

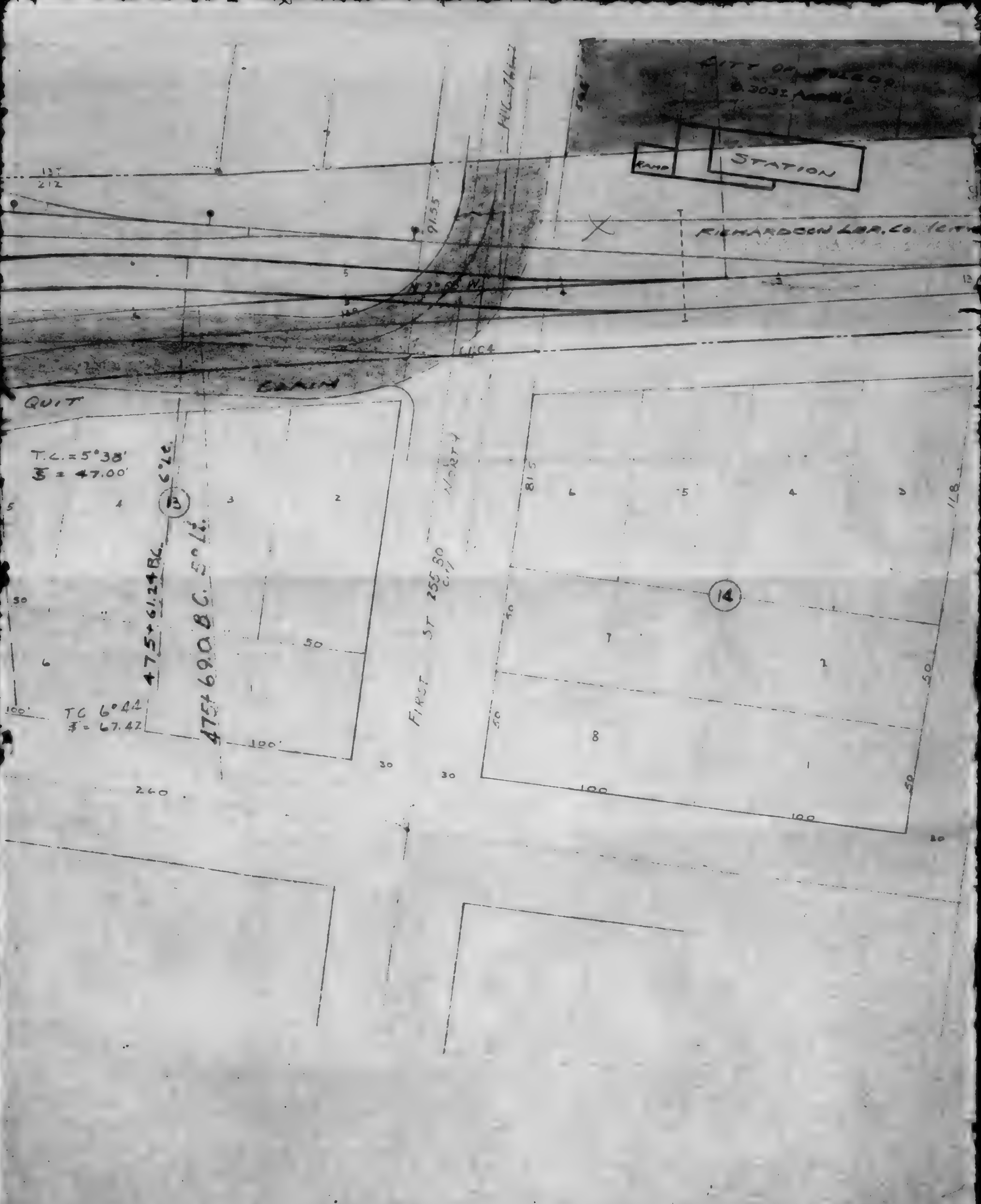
…ck

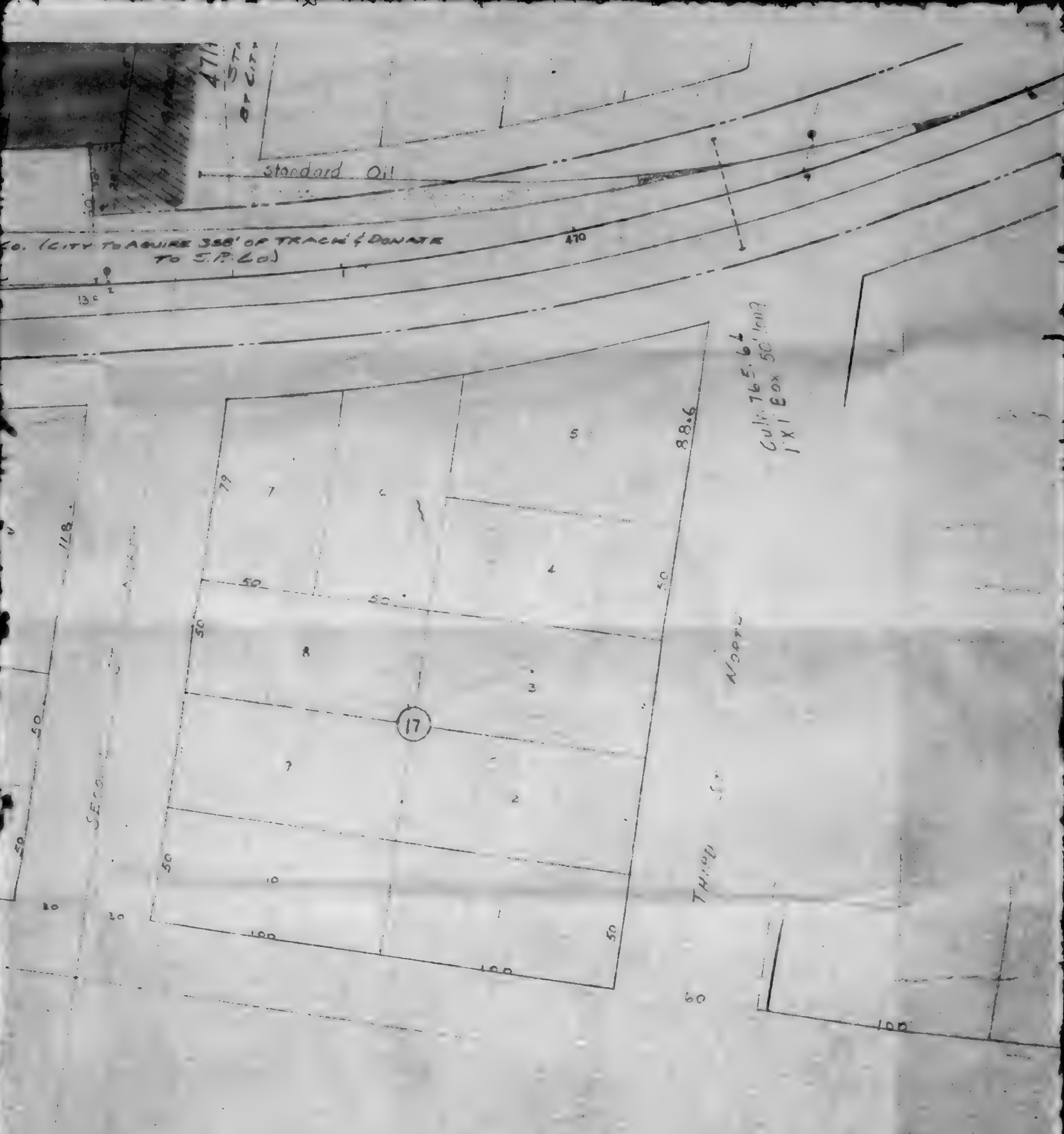
…ty

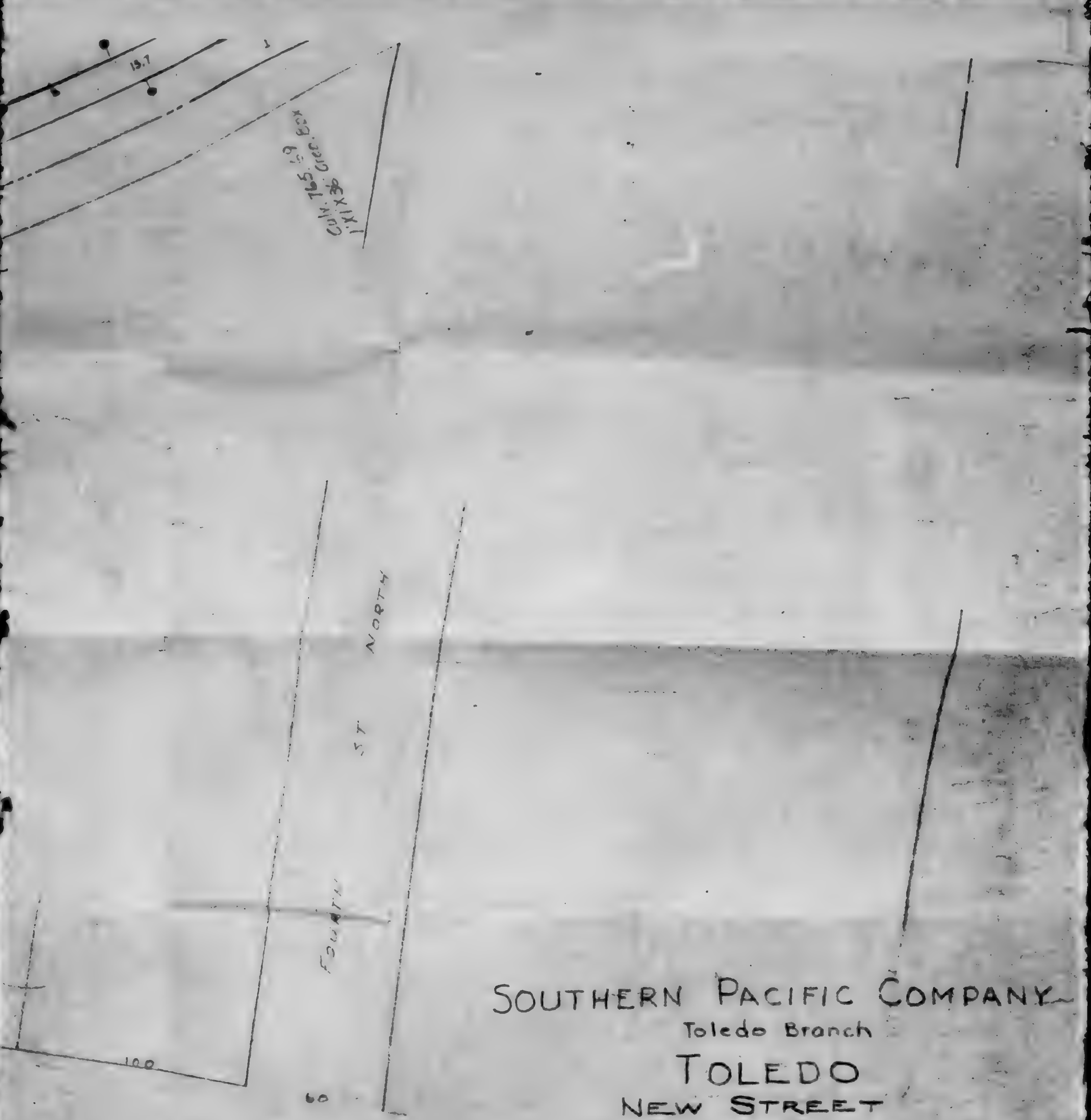
…ows Property To Be Acquired By City

…s Property To Be Deeded To City By S.P. Co.

…w Street


CITY OF TOLEDO
0.3031 ACRES
RAMP
STATION
RICHARDSON LBR. CO. (CITY
12T
212
91.55
5
11.64
GRAIN
QUIT
T.C. = 5°38'
Ƨ = 47.00'
6°Lt.
13
475+61.24 BC
475+69.0 BC 5° Lt.
5
4
3
2
50
6
1
100'
TC 6°44
Ƨ = 67.42
100'
260
30
30
FIRST ST 255.50 C.L.
NORTH
81.5
6
5
4
3
14
7
2
8
1
50
50
50
50
100
100
118
30


47TH ST
Standard Oil
Co. (CITY TO AQUIRE 338' OF TRACK & DONATE TO S.P. CO)
470
13C
Culv. 765.64 1x1 Box 50' long?
88.6
79
118
50
50
50
50
50
50
50
50
100
100
100
30
30
60
17
1
2
3
4
5
6
7
8
9
10
SECOND ST
NORTH THIRD ST

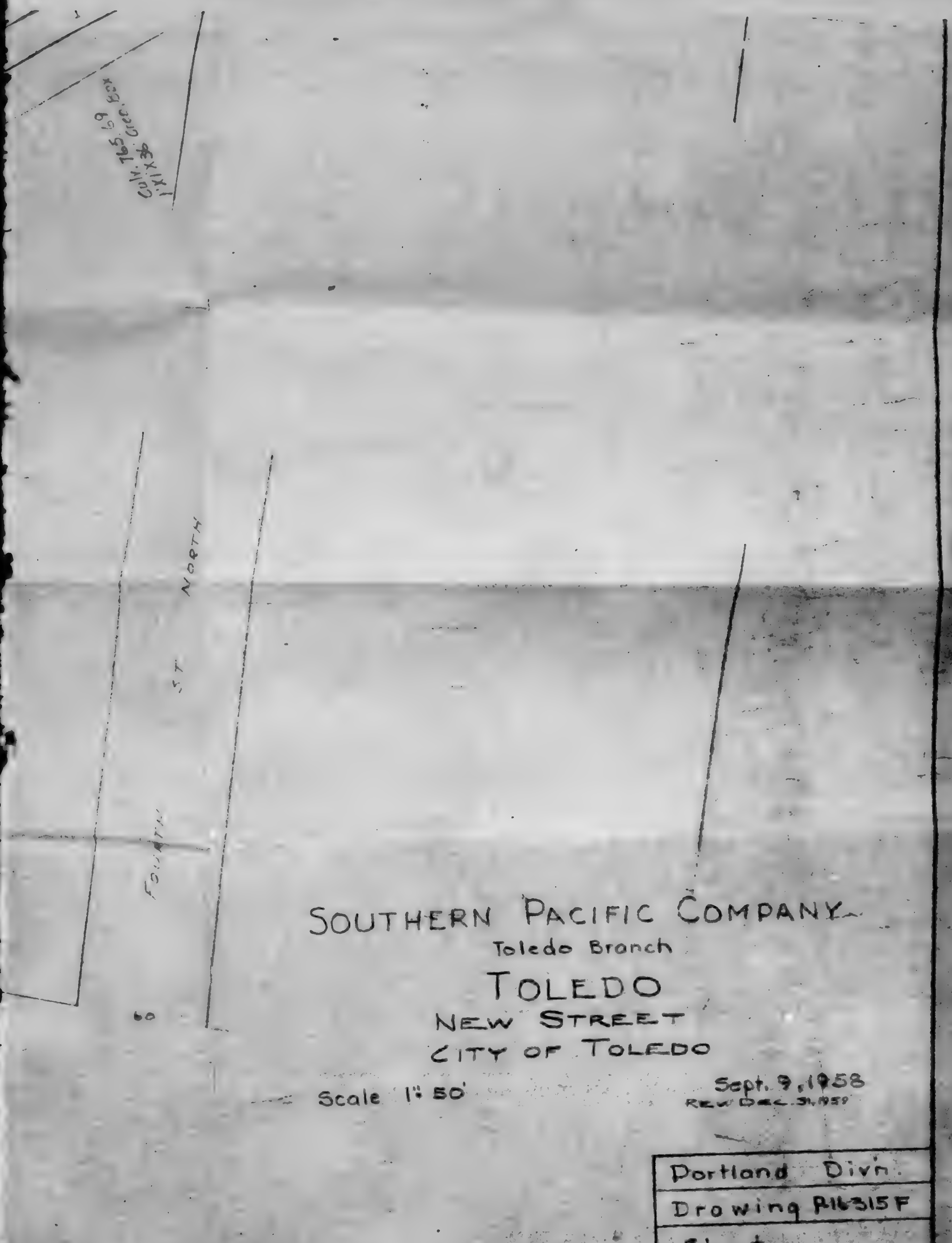


SOUTHERN PACIFIC COMPANY
Toledo Branch
TOLEDO
NEW STREET
CITY OF TOLEDO

Scale 1" 50'

Sept. 9, 1958
REV DEC. 31, 1959

Portland Divi
Drawing R1631
Sheet



SOUTHERN PACIFIC COMPANY

Toledo Branch

TOLEDO

NEW STREET
CITY OF TOLEDO

Scale 1" = 50'

Sept. 9, 1958
REV DEC. 31, 1959

Portland Divn.
Drawing R16315F
Sheet

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

advised Winegar I thought around $75,000.00

December 5, 1960

RECEIVED
DEC 7 1960
ENGINEER
COUNTY & CITY RELATIONS

Mr. Harold C. Ayers
Oregon State Highway Department
State Capitol
Salem, Oregon

Dear Mr. Ayers:

I am enclosing two sets of two prints each of the Plan & Profile, "A" Street Extension Design, as prepared by the City of Toledo. Also enclosed are two copies of our preliminary design quantities and preliminary comments and notes for the special conditions. In order to plan to have this project prepared for an early spring advertisement I felt the earlier this could be in your hands for review the better.

Not yet finalized here are slope easements from approximately 1+25 to 4+00. A new development is the good possibility of eliminating the wall from 3+40 to 4±00. So the design and quantities cannot yet be completed on these items.

The road portion of the project is obviously going to overrun the original estimate. This is due primarily to a deeper base, a one block extension of the storm sewer, and the complete addition of the sanitary sewer rebuild. However, we have been billed for the railroad work and we can stand at least an additional $5,000.00 overrun as a result of their saving.

However, before the final plans and specs are prepared I would appreciate a review be made of the enclosed material and then an estimate be made. Subsequently we can make any necessary modifications due to financial or other reasons prior to actual putting the material in final form for advertising. Thanks again for your help.

Yours very truly,

M. B. Winegar

M. B. Winegar
City Manager

MBW:vll
Encls.

CITY OF TOLEDO, OREGON
PRELIMINARY DESIGN QUANTITIES
"A" STREET EXTENSION PROJECT
11-21-60

1.	Clearing and Grubbing	All	Lump Sum
2.	Removal of Pavement	10	Square Yard
3.	Removal of Curbs	197	Lineal Foot
4.	Removal of Walks and Driveways	38	Square Yard
5.	Removal of Catch Basins	4	Each
6.	Removal of Manhole	1	Each
7.	Removal of Wood Box Culvert	78	Lineal Foot
8.	Drainage Excavation, Common	(1)	Cu. Yd.
9.	Structural Excavation, Common	(2)	Cu. Yd.
10.	General Excavation, Common	5340	Cu. Yd.
11.	Stone Base	3600	Cu. yd.
12.	Stone Surfacing	460	Cu. Yd.
13.	Sprinkling	100	M Gal
14.	Asphaltic Concrete Pavement, Class B	1210	Ton
15.	4" Dia. Perforated, uncoated, metal drain pipe	778	Lin. Ft.
16.	12" Concrete Sewer Pipe, Rubber Joint	143	Lin. Ft.
17.	18" Concrete Sewer Pipe, Rubber Joint	556	Lin. Ft.
18.	8" Concrete Sewer Pipe, Std. Joint	184	Lin. Ft.
19.	12" Concrete Sewer Pipe, Std. Joint	237	Lin. Ft.
20.	15" Concrete Sewer Pipe, Std. Joint	223	Lin. Ft.
21.	18" Concrete Sewer Pipe, Std. Joint	472	Lin. Ft.
22.	Extra for Pipe Under Pavement	117	Lin. Ft.
23.	Special Backfill for Pipe Bedding (4)	100	Cu. Yd.
24.	Special Backfill in Drains (4)	120	Cu. Yd.
25.	Concrete Manhole	10	Each
26.	Concrete Catch Basin	11	Each
27.	Adjustment of Manholes	4	Each
28.	Concrete Curb	55	Lin. Ft.
29.	Concrete Curbs and Gutters	1815	Lin. Ft.
30.	Depressed Concrete Curbs and Gutters	180	Lin. Ft.
31.	Concrete Walks	532	Sq. Yd.
32.	Expansion Joints in Concrete Walks	100	Lin. Ft.
33.	Class "A" Concrete for Retaining Wall (3 & 4)	20	Cu. Yd.
34.	Metal Reinforcement for Retaining Wall (3 & 4)	500	Lbs.
35.	Class B Concrete for Steps	1.8	Cu. Yd.

NOTE:

(1) Not estimated until clarification of ground elevation for pay purposes determined - existing, finished street, or street subgrade.

(2) Not estimated until determined if wall area is included in general roadway section.

(3) Not finalized until walls detailed.

(4) Allowed.

CITY OF TOLEDO, OREGON
PRELIMINARY COMMENTS AND NOTES FOR SPECIAL CONDITIONS
"A" STREET EXTENSION PROJECT
November 21, 1960

1. That base design be modified from 18" depth on hillside connection streets where subgrade is considerably better than bottom area. Also 18" depth possibly can be modified in parking lane area. (Quantities dated 11-21 based on all 18" depth.)

2. The existing ground has been reshaped from that shown on the profile and section notes. This reshaping was to provide a winter roadway and adjacent ditch section. No appreciable net change in quantities resulted.

3. It should be noted that pumps on the existing 8" A.C. pressure line can be cut off while the new manhole at 0-16 (18' Left) as shown on the plans is constructed.

4. Undoubtedly there will need to be some sand or other granular material set up in the project for bedding the pipelines in the poor subgrade area.

5. In regards to water lines shown on the plans it is anticipated that wood lines will be dead and the proposed 10" water lines constructed prior to (or at the worst) during the street construction. Also Pump Sta 12 + 68 is to be moved.

6. No item is set up for adjusting valve boxes with covers to grade. This should be added as an item or included as an incidental.

7. Existing railroad rails at the old crossing at Main Street South will be removed by Southern Pacific Company upon request when construction commences.

8. Pipeline interference is a distinct possibility (if not probability). Therefore pre-exposure of existing pipelines should be required of the contractor prior to laying new lines where interference, in the opinion of the Engineer, may be anticipated.

9. Final plans and specifications must be reviewed by Southern Pacific prior to advertisement.

10. The quantity takeoff by the City dated 11-21-60 assumes the following special conditions:

    a. No haul to be paid on project. Contractor shall make his own provision to dispose of waste material.

b. All sanitary sewer pipe shall have rubber joint type pipe (approved by Engineer and installed as per manufacturers recommendations).

c. There shall be no pay for pipe abandoned and/or incidentally removed and disposed of in connection with other work on the project unless such pipe is ordered salvaged.

d. All necessary sewer connections to existing manholes or lines as indicated on the plans are incidental to the contract.

e. Steps and ladders in all manholes may be deleted. (We use extension ladders)

f. Dowell bars in curbs and gutters are deleted; also no joint material required between back of curbs and adjacent sidewalk. (Not used here previously and not necessary for this work)

g. Class B concrete may be substituted for Class A in curbs, gutters and walks. (5 sack mix has been satisfactory)

h. Cost of pipe railings as shown on the plans is incidental to the cost of new steps.

i. The removal of existing asphaltic type pavement, regardless of thickness, is incidental to clearing and grubbing item. (There may be sufficient variances in thickness so it would be virtually impossible to measure - also not enough to matter much.)

j. All work upon or in connection with this contract shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of the Southern Pacific Company. (Rephrased from City -RR agreement)

k. No work on Southern Pacific premises shall be commenced by any contractor (for the City) until such contractor has entered into Railroad's standard Contractor's Agreement covering such work. (From City - RR Agreement).

l. (Final details need to be worked out with Southern Pacific but in general): The storm sewer line as shown on the plans thru the 4 tracks of the Southern Pacific Company may be open cut. The rails will not be removed but the railroad will remove and replace not more than two ties at each track to accommodate excavation, placement of pipe, and backfill. Backfill shall be with clean granular material and excavated material shall be disposed of off the project.

MAYOR
LORNE DIXON
—
COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS
—
CITY MANAGER
M. B. WINEGAR
—
CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

NOTED
H. S. COX

November 9, 1960

NOTED
Harold C. Ayers

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
Harold C. Ayers

Attention: Mr. C. G. Swenson
County & City Relations Engineer

Dear Sir:

Your letter of November 3, advising that the State Highway Commission has approved the City's request for a cooperative project on "A" Street has been received. Of course this action was very good news to the City and your assistance in this matter was very greatly appreciated.

The Southern Pacific Company has completed moving tracks in the general area of the improvement and we are presently working up the final design. We will be ready to negotiate an agreement at your convenience.

Yours very truly,

M B Winegar
M. B. Winegar
City Manager

MBW:vll

RECEIVED
NOV 10 1960
ENGINEER
COUNTY & CITY RELATIONS

NOTED
H. S. COX

November 3, 1960

NOTED
Harold C. Ayers

Mr. M. B. Winegar
City Manager
City Hall
Toledo, Oregon

NOTED
C. G SWENSON

Dear Mr. Winegar:

At its November 3 meeting the State Highway Commission approved the City's request for a cooperative project on A Street from Catherine Street to First Street to be financed from Special City Allotment funds.

The project was approved on the basis that the City do all work required to provide the cleared right-of-way and pay all costs of the project in excess of $20,000.

You will be contacted in the near future to work out details of the project and to negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm

Railroad Crossings per Mr. Paxsons letter -

Toledo has made all arrangements with the railroad - (Southern Pacific) In Conjunction with City, has moved all tracks and has given City OK on crossing as per Citys plan. (The S.P. has a great interest here)

The Mayor of Riddle, Mr. Donald Holgate, has started negotiation with S.P and has agreed to obtain all right of way and easements. The railroad has agreed subject to inspection of our plans when prepared.

HCG

The changes in Riddle are minor in nature and as per letter from De Souza change will not be of a nature to require a hearing.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1960

SUBJECT:

To: Mr. C. G. Swenson

NOTED
C. G SWENSON

In looking over the city projects under the $250,000 fund, I note that we have a grade crossing of the Southern Pacific railroad in Riddle and also crossings of the Southern Pacific tracks in Toledo.

I would like to have enough information so that we can determine whether we will need a Public Utility Commissioner's hearing on the projects and also whether these projects involve securing of right of way or easements from the railroad company.

G S Paxson
G. S. Paxson
Assistant State Highway Engineer

GSP:ae

RECEIVED
OCT 25 1960
ENGINEER
COUNTY & CITY RELATIONS

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

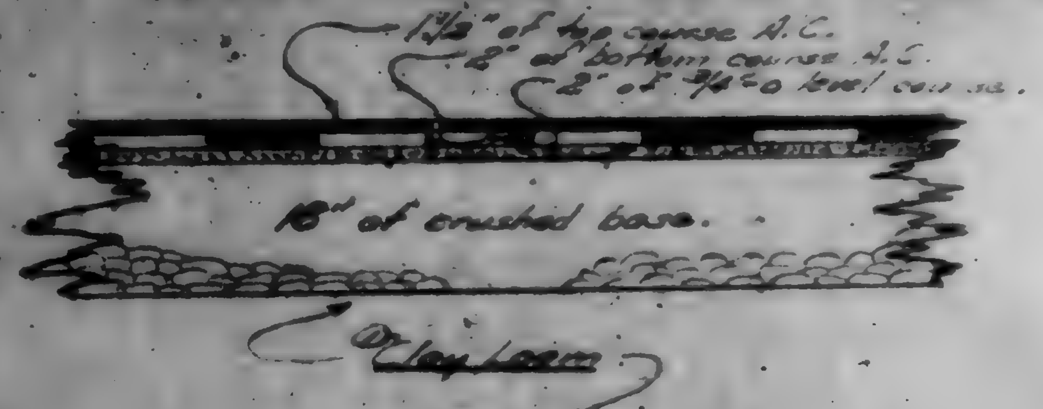
PROPOSED PROPOSED

Highway City of Toledo County Lincoln Profile

Length of Project ____ Miles. Sta. ______ to Sta. ______ Date 9-15-60

TYPICAL SECTIONS Anticipated Traffic - Very Heavy (Log Trucks - Sawmill area)
(From H.C. Ayers)

Soil survey and recommended surfacing thickness completed at the request of H.C. Ayers, County-City.



① Typical Soil

55	LL
25	PI
60	% P200
5	% Gravel
34	% Sand
22	% Silt
39	% Clay
13	% Volume

9-15-60

Required Base & Wear		Designed Base & Wear		
Crushed	Non Crushed	Exist. Surf. Allow.	New Work	
			3½	A.C.
			2	Lev.
			18	C.B.
23½			23½	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

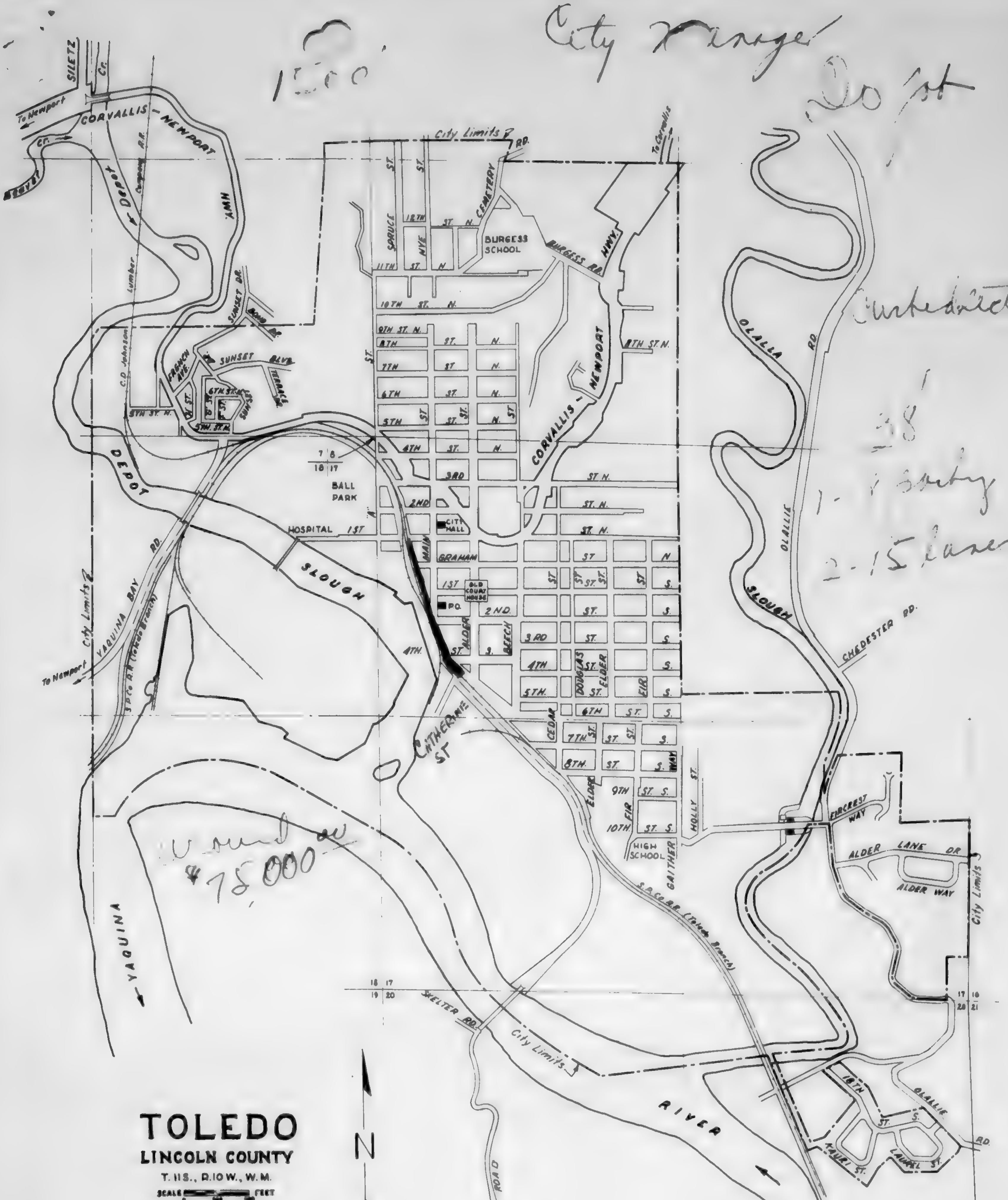
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by H. L. Decker
Soils Assistant

Recommended by C. F. Hageman
Engineer of Materials

Recommended by
Construction Engineer

Approved by
Deputy State Highway Engineer



TOLEDO

LINCOLN COUNTY

T. 11 S., R. 10 W., W. M.

SCALE 0 500 1000 FEET

1500'

City Garage

Dep't

Jurisdiction

38'

1-[illegible] Story

2-15 lanes

Catherine St

Insured at $75,000

4-16-57

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

August 16, 1960

Oregon State Highway Department
State Capitol Building
Salem, Oregon

Attention: Mr. Harold C. Ayers.

Dear Sir:

In accordance with our recent conversation, the City Council of the City of Toledo has reviewed and now respectfully asks that work on our "A" Street Extension project be handled in the following manner. This is predicated on favorable consideration of our assistance application by the Highway Commission.

1. The City to do all location and design engineering other than base thickness.
2. The State to prepare contract drawings and specifications.
3. The State to advertise for bids and to award a contract for the entire project subject to confirming approval of the amount of the award by the City.
4. The State to supervise and inspect the work.
5. The City to pay all costs thereof in excess of the proposed $20,000.00 to be borne by the State.

I hope this plan will result in the best possible job at the lowest price. Undoubtedly a single contract will be more economical than separate City and State projects. As a result the joint venture setup is being proposed by the City for this improvement.

RECEIVED
17 1960

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

August 16, 1960

Mr. Harold C. Ayers
Oregon State Highway Department
Salem, Oregon

Re: "A" Street Extension

Dear Mr. Ayers:

At this time the old Southern Pacific Depot has disappeared. The Southern Pacific has over 50% of their grading to subgrade completed for their new tracks, and portions of the old house tracks that are to be relocated have been removed. So we now have a very active project. The Southern Pacific could hardly stop now even if the rains came.

It has been a long time coming but we are way past the point of return.

Sincerely,

Max Winegar
M. B. Winegar
City Manager

MBW:vll

RECEIVED
[illegible] 1960

4
25,000 '61   Tooele   8-4-60

[illegible] investigated the City's request for aid in reconstructing the extension of "A" Street in Tooele. This ~~would be~~ is the truck route through the City, & by pass the business district.

The City and the railroad have ~~entent~~ entered into an agreement, and are now in the process of moving the depot and tracks to allow the street to be reconstructed.

The City has had a P.U.C. hearing and a ruling has been made re Crossings, moving and lighting.

The City Manager Mr. M.B. Winegar asks that we Contract the total job, Curbed 38' width, Combination Curb & gutter (1 parking lane two 15' driving lanes) base drainage & A.C. pavement with the City to pay all in excess of $20,000. Wenshied estimate $72,000.

All right of way has been obtained

HCA

MAYOR
LORNE DIXON

COUNCILMEN
WILLIAM E. PAPEZ
OWEN HART
EDMUND ERICKSEN
S. A. THOMSON
L. F. PLANK
ROY MOSS

CITY MANAGER
M. B. WINEGAR

CITY RECORDER
MRS. GLADYS BURGESS

Phone 3-2372
Toledo, Oregon

June 7, 1960

Mr. C. G. Swenson, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

I am enclosing herewith two certified copies of Resolution No. 106, being a formal request for state aid on our "A" Street Improvement project. You may remember this is the section which was not approved for the current year's program. This resolution is intended to renew our request for the coming 1961 year.

Would you kindly advise as soon as possible if this request is in order and, if not, what additional information is needed.

Yours very truly,

M B Winegar

M. B. Winegar
City Manager

MBW:vll
Encls.

RECEIVED
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ENGINEER
COUNTY & [illegible] RELATIONS

RESOLUTION NO. 106

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, and further amended by Oregon Laws of 1959, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Toledo is an incorporated city of the State of Oregon, and has a population of 2,749, as given by the latest official census, and

WHEREAS, the following street of said city, Butler Bridge Road and extension thereof from Catherine Street northerly to an intersection with 1st Street North, is not a part of the state highway system, but is a roadway which is to be under the jurisdiction and control of said city and which is "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said street is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular session assembled, do hereby find, declare and resolve:

1. That the following named street of said city, to-wit:

Butler Bridge Road and extension thereof from Catherine Street northerly to an intersection with 1st Street North

is in need of repair, reconditioning, and other major improvement.

2. That said street is in its present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said street as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Toledo does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate the City Manager as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of June, 1960.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

YEAS: Mayor Lorne T. Dixon, Councilmen Roy Moss, L. F. Plank, S. A. Thomson.

NAYS: None.

Councilmen Edmund Ericksen, Wm. E. Papez, Owen Hart absent and not voting.

/s/ Lorne T. Dixon
Mayor

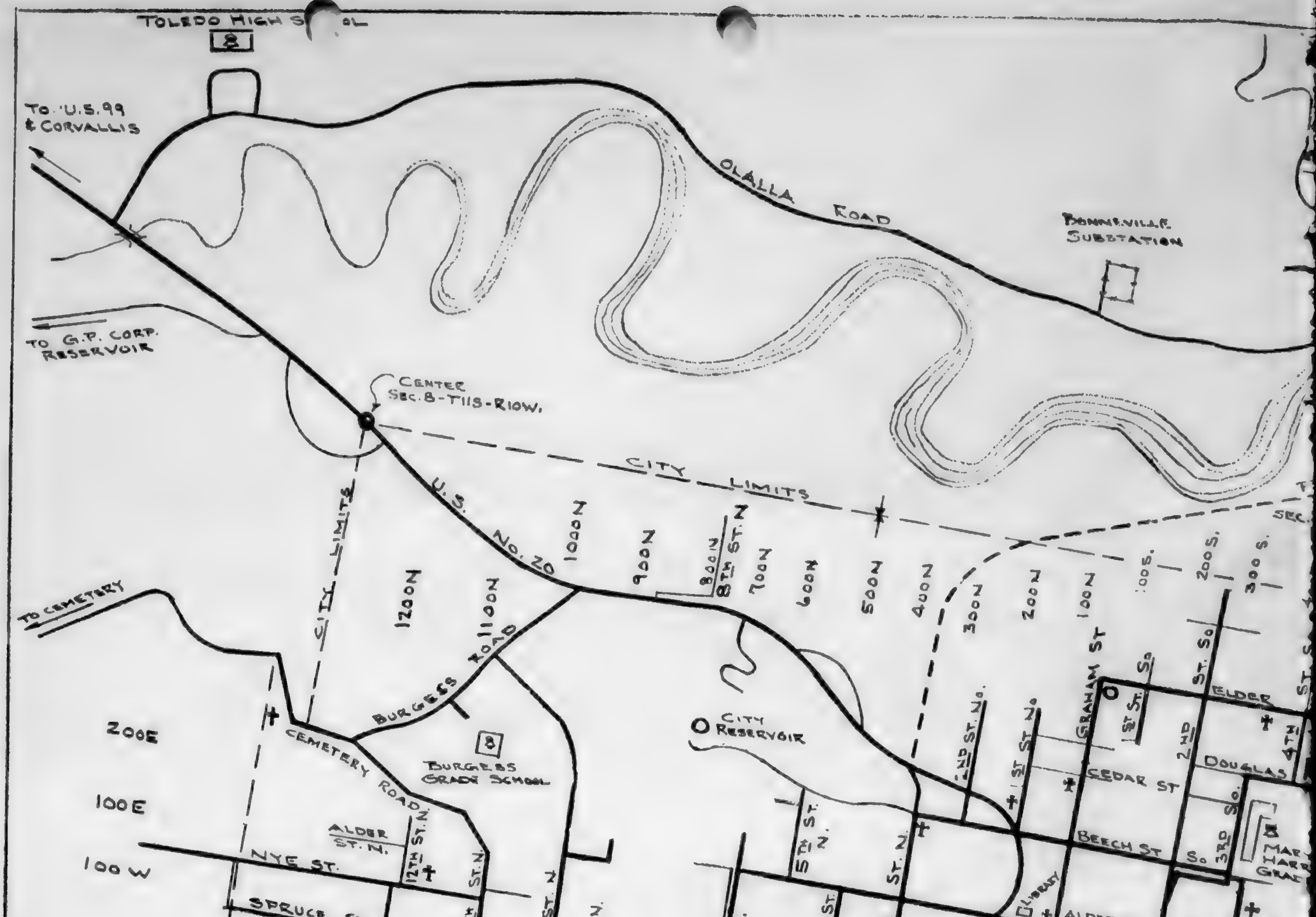
Attest:

/s/ Gladys Burgess
City Recorder

I, Gladys Burgess, the duly appointed, qualified and acting City Recorder of the City of Toledo, hereby certify that the above copy of Resolution No. 106 is a correct copy of the said original and the whole thereof as the same appear of record and on file at my office and in my care and custody.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said City this 7th day of June, 1960.

Gladys Burgess
Gladys Burgess, City Recorder


TOLEDO HIGH SCHOOL
8
TO U.S. 99 & CORVALLIS
OLALLA ROAD
BONNEVILLE SUBSTATION
TO G.P. CORP. RESERVOIR
CENTER SEC. 8-T11S-R10W.
CITY LIMITS
U.S. No. 20
CITY LIMITS
1200 N
1100 N
1000 N
900 N
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8TH ST. N
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TO CEMETERY
BURGESS ROAD
CEMETERY ROAD
BURGESS GRADE SCHOOL
8
CITY RESERVOIR
200 E
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ALDER ST. N.
NYE ST.
SPRUCE ST
12TH ST. N.
11TH ST. N
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9TH ST. N
7TH ST.
6TH ST.
5TH ST. N
4TH ST. N
3RD ST. N
N.
POOL & PLAYGROUND
"A" ST. N
"A" ST. N.
CITY LIMITS
2ND ST. No.
1ST ST. No
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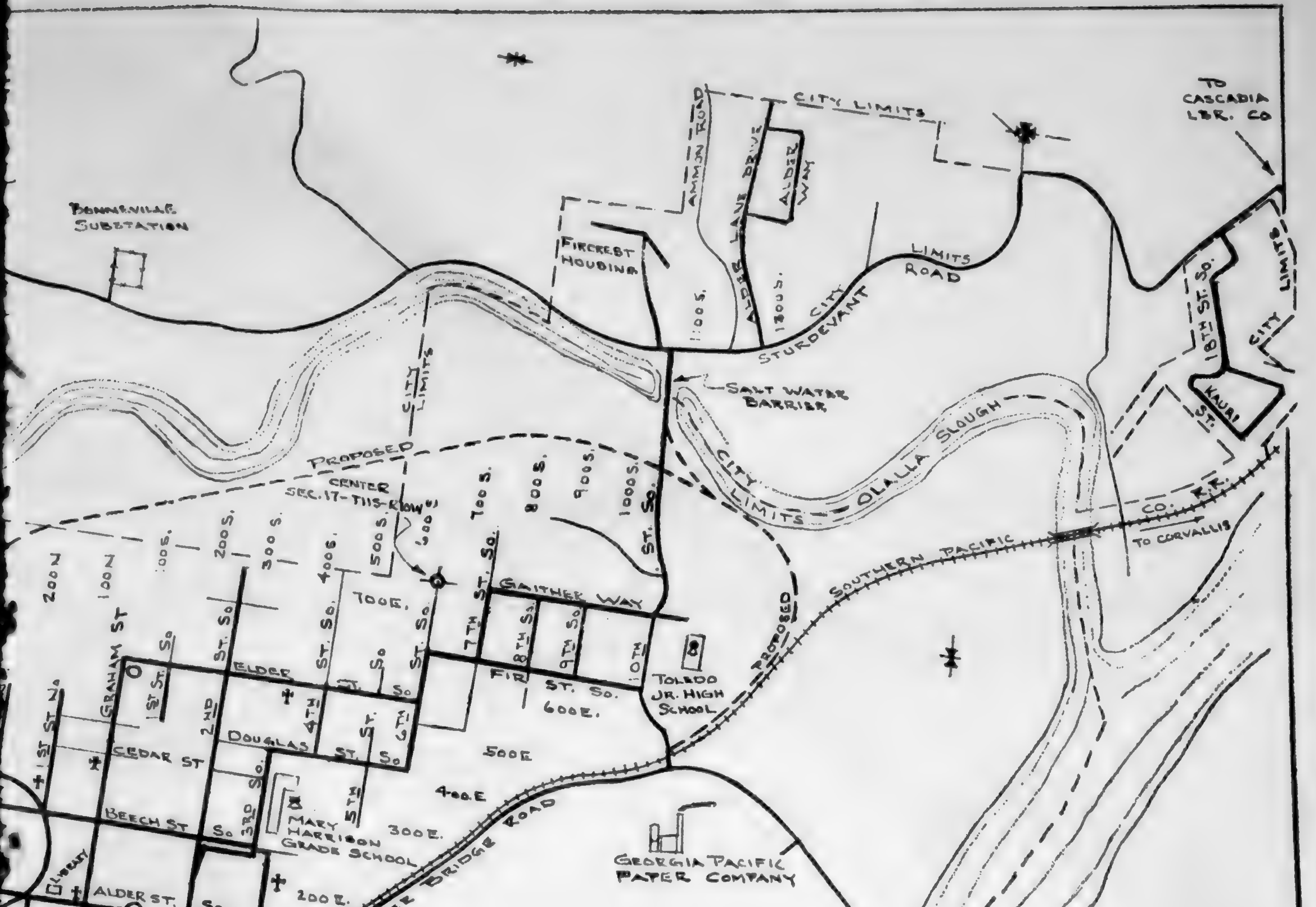
1ST St. So.
2ND St. So.
3RD So.
4TH
ELDER
DOUGLAS
CEDAR ST
BEECH ST
ALDER ST.
So.
MAIN ST.
So.
LIBRARY
CITY HALL
100 E.
200
MARY HARRISON GRADE
PROPOSED
PORT DOCK
G.P. CORP. PLYWOOD
MEMORIAL FIELD
LINCOLN HOSPITAL
DEPOE SLOUGH
GEORGIA PACIFIC CORP. SAWMILL
FIRE PATROL
CEMETERY ROAD
LINCOLN HOSPITAL SITE
DUNDON RD.
SUNSET BLVD.
SUNSET DR.
SUNSET DRIVE
"G" ST.
FRENCH AVE
U.S. No. 20
G.P. CORP. LOGGING R.R.
6TH N
5TH N
800 W
BAY ROAD
TO TOLEDO SHINGLE CO.
TO SILETZ
TO U.S. No. 101 & NEWPORT
CENTER SEC. 7-T11S-R10W.



STREET MAP
TOLEDO, OREGON
& VICINITY

DR. MBW 10-59

Toledo, Oregon--Industrial Hub of

GENERAL INFORMATION

LOCATION

The City of Toledo is located at tidewater on Yaquina Bay, 13 water miles and 6 road miles from the Pacific Ocean. It is 49 miles west of Corvallis and 120 miles from Portland.

POPULATION

The present population of the City is approximately 3000 persons. In addition fringe areas lying outside the corporate limits would bring the area's population up to a figure of 6000. The trading area around Toledo is by far the largest in Lincoln County.

ASSESSED VALUATION

Assessed valuation for the fiscal year 1958-59 was $5,168,244.14. This was based on a 16% ratio of assessed value to market value.

CLIMATE

The climate of Toledo is extremely mild. Snowfall is slight, and the average growing season between frosts is 195 days. Protected from direct ocean winds by a range of hills, the city is nonetheless cooled in the summer by the nearness of the ocean. Average temperature for the year is 62.5 degrees maximum and 41.1 minimum. Average rainfall is 75.59.

RECREATION

Toledo is the center of a vast recreational area which includes hunting, boating, swimming and water skiing. Steelhead and salmon are caught in the Yaquina river and deep sea fishing is only a few minutes away. Deer range to the city limits. Herds of elk are to be found less than 15 miles from the city. Golf courses are nearby and one service club sponsors weekly dances for the enjoyment of the teenage set.

TRANSPORTATION

The City is located on the route of U. S. Highway No. 20. Connections can be made to the main north-south route of U. S. No. 101 6 miles to the west and U. S. No. 99W 49 miles to the east. Also Toledo is the railhead for the Southern Pacific Railroad in this area. Two motor freight lines operate in the city, as well as one bus line giving service to Portland and other Valley cities. A tug firm barges lumber from Toledo to docks in Yaquina Bay at Newport and ocean barges load at the Toledo docks.

CITY FACILITIES

CITY GOVERNMENT

Toledo operates under a council-manager form of government with mayor, six councilmen and a city manager. The group holds two meetings each month, on the first and third Mondays.

CITY PARKS

The City has a playground equipped for children, and a public swimming pool, the only outdoor, heated pool in Lincoln County. It also has a modern, lighted athletic field, used for football, baseball, softball and track. 16 Little League teams and over 13,000 pool admissions used these facilities during the summer of 1959.

FIRE DEPARTMENT

A highly efficient and well equipped volunteer fire department gives Toledo excellent protection. Personnel consists of three paid firemen and 30 volunteers. Equipment includes three trucks, one high pressure pump and two 500 g.p.m. pumpers.

POLICE DEPARTMENT

Five officers make up the trained department. One or more are on duty at all times. They are well equipped and have radio equipment to expedite the handling of any emergency.

WATER SUPPLY

Toledo has two sources of water supply. Water for domestic use comes from the Siletz River and is pumped to the city, while water for industrial use comes from Mill Creek. Capacity of the Siletz supply is about 750,000 gallons a day, while the Mill Creek supply provides about 1,000,000 gallons a day. The water is quite soft and only chlorination of the supply is required.

SEWER & STREET DEPARTMENTS

Nearly all of the developed areas of the City are served by a sanitary sewer system. A recently completed sewage plant subsequently treats these wastes so that no contaminating material reaches the adjacent waters. The construction of approximately a quarter million dollars of street improvements was authorized during 1959 including widening paving, curbs, walks and lighting. Maintenance of the streets and sewer system is handled by city crews.

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COMMUNITY SERVICES

SCHOOLS

The city has a new modern high school, a junior high school and two modern grade schools. The public high school offers a wide range of courses including most vocational courses. 32.8% of the graduates go on to attend college. No colleges are located in Toledo, but excellent schools are nearby. Oregon State college is located in Corvallis, 49 miles distant, and the University of Oregon in Eugene, 80 miles.

CHURCHES

Churches of many faiths are located in Toledo, providing for worship in many different denominations. Among the churches are the Assembly of God, Christian Science, Church of Christ, Christian Church, Church of God, Nazarene, St. John's Episcopal, St. Mark's Lutheran, St. Patrick's Catholic, Seventh Day Adventists, Trinity Methodist Church, First Baptist Church, and the Pentacostal Church.

LIBRARY

A modern library, containing more than 10,000 volumes, is centrally located for use by the public.

HOSPITAL SERVICE

A new 40 bed hospital is under construction, operating under the Lincoln Hospital District to replace the present 35-year-old hospital.. Four doctors serve Toledo and three dentists. An ambulance service is operated by a private firm.

ELECTRICAL SERVICE

The city is serviced by the Central Lincoln Peoples Utility District, which obtains its power from the Bonneville Power Administration. In addition, steam powered generating capacity of 1,000 KW is maintained by the Georgia-Pacific Corporation. This gives the city two sources of power, when needed. The Benton-Lincoln Cooperative operates to the city limits as well.

TELEPHONE SERVICE

The city is serviced by a modern dial system which includes the Siletz, Logsden and Eddyville communities on the same exchange.

AIR FACILITIES

Toledo has a modern, paved 2,000 foot airport lying South of the city on picturesque Yaquina Bay. It is owned by the city and maintained by the state. The city is also served by West Coast Airlines for passengers, mail and air express with a North and South bound flight each day at the Newport airport.

ECONOMIC FEATURES

INDUSTRIES

Toledo is an industrial center of the Central Oregon coastal area, with logging, lumbering, and forest products manufacturing the chief operation. The city is a service point for lumbering operations in all parts of Lincoln county. The Georgia-Pacific Corp., a national concern, operates one of the world's largest sawmills here, employing 1,000 men. A large plywood mill employs over 300 more. A 40 million dollar pulp and paper mill also provides employment for nearly 400 people. Numerous other mills are located in the area including Cascadia Lumber Co., Wienert Lumber Mills, Guy Roberts Lumber Co., Toledo Shingle Co., etc. Agriculture and dairying is of growing importance. Berry and garden crops are produced in abundance.

BANKING

The city is served by one bank, the National Security Bank. Total assets as of March, 1959 were $5,149,264.25.

NEWSPAPERS

The area is serviced by one weekly newspaper, The Lincoln County Leader, with a subscriber list of more than 2,500. Two Portland daily newspapers have circulation in the city.

CIVIC, SERVICE CLUBS, LABOR UNIONS

Chamber of Commerce, Junior Chamber of Commerce, Lions Club, Elks Club, Boy Scouts, Camp Fire Girls, Girl Scouts, Business and Professional Women's Club, Eagles Lodge, Garden Club, Women's Garden Club, Civic Club, Grange, IOOF, Rebekahs, Beta Sigma Phi, Legion, VFW, Lumber and Sawmill Workers, A. F. of L. and IGA-C.I.O., United Papermakers, Pulp Workers, Restaurant Workers, Masons, Eastern Star, Lady of Elks, Legion Auxiliary, Eagles Auxiliary, Masquers, Rotary Club, World War I Barracks, 40 et 8, and 8 et 40.

ANNUAL CELEBRATION

PIONEER DAYS

This annual event that is held late in June of each year is an attraction to people for miles around. Most of the pioneers renew old acquaintanceships on this day. The 1959 celebration included free parades, races, a feed, a water show, and numerous dances.

6-1-60

Order #37169

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF-116

In the matter of the application of the CITY OF TOLEDO, OREGON, for authority to revise and rebuild roadway crossings and relocate tracks of the SOUTHERN PACIFIC COMPANY at First Street N. and Main Street South in the City of Toledo, Lincoln County, Oregon, being in Sec. 17, T. 11 S., R. 10 W., W.M.

ORDER

The above entitled matter was duly heard on March 7, 1960, at Toledo, Oregon, before David E. Bourassa, Examiner, representing the Commissioner. The following appearances are of record herein:

For Applicant:

Rod Everhart, City Attorney
Toledo, Oregon
In behalf of the City of Toledo

For Respondent:

Edwin L. Graham, Attorney
Portland, Oregon
In behalf of Southern Pacific Company

Kenneth M. Judd, Attorney
Portland, Oregon
In behalf of Southern Pacific Company

For Commissioner:

Wm. G. Whitney, Assistant Attorney
General, Salem, Oregon

RECEIVED
JAN 25 1961
ENGINEER

Order #37169

Interested Parties:

G. B. McCluskey, Attorney
Toledo, Oregon
In behalf of the Port of Toledo

R. J. Snyder, Chief Engineer
Newport, Oregon
In behalf of the Central Lincoln
Peoples' Utility District

Edwin Ericksen, Assistant Manager
Georgia Pacific, Toledo, Oregon
In behalf of Georgia Pacific

On January 11, 1960, the City of Toledo, Oregon, filed with the Commissioner an application for authority to revise and rebuild existing crossings and relocate tracks of the Southern Pacific Company at these crossings in conjunction with the construction of a roadway for public use extending from First Street North approximately 1,200' to Main Street South in Toledo, Oregon. Maps and detailed drawings entitled "Plot Plan & Profile for Revised R.R. Track Crossing at First St. No. & Second St. So." and numbered 20B, were submitted with and by reference made a part of the pleading.

Notice of such application was published on January 13, 1960. On January 20, 1960, the State of Oregon, by and through its State Highway Commission, filed its Answer stating that the proposed crossing was not under the jurisdiction of the State Highway Commission and that said Commission had no objection to issuance of a proper order in the matter. On February 4, 1960, Southern Pacific Company filed its Answer stating that it would not oppose the issuance of a proper order in accordance with the application.

Notice of the hearing was published February 17, 1960. At the hearing evidence was adduced and the matter submitted for determination. Based upon such evidence and record it is found that:

The business section of the City of Toledo is bisected by Main Street which runs in a North-South direction. Vehicles, including log trucks, use this street as an access road to the industrial area lying across the Southern Pacific tracks to the South. The Toledo Port Dock, Guy Roberts Lumber Company, Georgia Pacific Paper Company, and other industries are in this area. To cure this undesirable traffic situation the City of Toledo is constructing a circuitous route by-passing the City. This will permit access to the industrial area and water front without passing through the City's business section.

The necessary improvements in this route involve, among other things, the alteration of the two rail crossings herein proposed. These crossings are at First Street North and where Main Street South and "A" Street Extension and Second Street South intersect. "A" Street Extension is a new roadway connecting these two crossings. The improvements are hereinafter referred to respectively as First Street North crossing, Main Street South crossing, and "A" Street Extension. Also of marked benefit to the community and railroad will be the elimination of the Graham Street crossing. Graham Street, as proposed herein, will have its terminus and junction with "A" Street Extension.

The construction of "A" Street Extension and the modification of the First Street North and Main Street South crossings will alleviate, in a large measure, the traffic congestion in downtown Toledo. Although traffic will flow more smoothly, there will be no material increase in the number of vehicles crossing the railroad tracks.

Through traffic going south will move from "A" Street past its intersection with First Street North, thence East on First Street North across the Southern Pacific tracks at the First Street North crossing, thence southerly along "A" Street Extension and across the Main Street South crossing. The roadway approaching the First Street North crossing from the East is on a descending grade averaging 15% until within 50' of the east track, and approximately 7% to the track. The approach from the West is on an ascending grade of 3%. The crossing will be surfaced with asphalt. A concrete curb on the west side of the roadway of "A" Street Extension will separate the street from the track area. From the north end of this curb, 90' south of the center of First Street North, the curb line is extended through a 50' radius curve to a junction with the south line of First Street North just west of the west track. This permits easy negotiation by log trucks and although vehicles cannot proceed at high speeds the improved crossing will permit the smooth, safe flow of traffic. The Main Street South crossing will also be surfaced with asphalt and the roadway approaching from the North will be on a descending grade of 4.6% and at level grade from the South.

An estimated 1,300 motor vehicles will use these crossings per day. This figure includes the movement of approximately 500 people working in this immediate area. Motor vehicle speed limit in this area is 12 mph. Approximately two through train movements and eight switching movements are made over these crossings each day of a seven-day week. The present railroad timetable maximum train speeds are 20 mph. However, the average yard movement is at less than one-half this speed. Maximum speed is used only when long trains are leaving the Toledo yard and then only after the locomotive has cleared the crossings. At maximum speed long trains can clear the yard and crossings more rapidly.

A warehouse in the southwest quadrant severely restricts the view of the tracks south of the crossing when proceeding eastward towards the crossing on First Street North. However, trains on the spur track which serves the warehouse will be in view at all times when on the track, and will not approach the crossing from the south unobserved because of the short section of track south of the roadway. The safe stopping distance for the average vehicle moving at 12 mph is considered to be 69' or less, and at that distance from the main track, the vision along the main track is unobscured for a distance of 70' from the center of the crossing. This distance is short of the 132' normally considered necessary at train speeds of 20 mph, and 99' at train speeds of 15 mph.

Westbound vehicle drivers approaching on First Street North will have adequate vision of the tracks near the crossing, but will be required to negotiate the intersection as well as the crossing, and the attention to this requirement will increase, to some extent, the crossing hazard.

Northbound vehicle operators will parallel the tracks for some distance before making a left turn across the tracks. They must necessarily look behind to see a train approaching from the rear, but the tracks both behind and ahead are in full view for a safe distance.

Nothing limits the sighting of approaching trains from points on the roadway near the crossing at the Main Street South intersection to an extent which endangers the movement because of inadequate sight distance. The view along the track is unobstructed in two quadrants, and from points on the highway well within the safe stopping distance limits, the vision of approaching trains is unobscured for a distance of 240' in one direction and 270' in the other. A clear view of the train for 132' is normally considered adequate, and much more than this is provided.

The increased traffic, the construction of a roadway parallel to the tracks and the creation of a roadway intersection so closely adjacent to the track crossing will add to the hazardous condition already existing at the First Street North crossing, caused by the excessively steep approach grade on the east and the restriction to vision of the tracks and approaching trains by the building in the southwest quadrant. If two-way traffic is permitted on First Street North between the tracks and Main Street, vehicles proceeding northward on the "A" Street Extension will necessarily have to cross one lane of traffic and merge with the second while making a left turn and watching for trains coming from behind. This confusion will undoubtedly result in vehicle and crossing accidents if the traffic on railroad and highway reach the proportions expected. However, if the train speeds are maintained as they now are, not in excess of 15 mph, the vehicles are required to move slowly through the intersection and along channelized paths which will assist in preventing collisions, if the intersection and crossing area are well illuminated to improve the visibility during nighttime operations, the accident potential can be reduced.

The use of STOP signs in the southwest and northeast quadrants as a means for decreasing the hazards at the crossing is a measure of doubtful value-first-because of the added congestion due to the extremely slow-moving vehicle stream, and second (in the northeast quadrant) due to lack of assurance that the vehicles descending at 15% grade can stop at a designated place clear of the turning vehicles coming into the intersection. The need for stopping 1350 vehicles each day in order to prevent the possible collision with not more than 12 slow-moving trains is not apparent in light of the questionable improvement to the conditions that would result therefrom.

Automatic warning signals, which advise of the approach of a train by flashing light and sounding gong, are limited in their effectiveness by conditions which are similar to those within the Toledo Yard of the Railroad Company. Because of the proximity of industries to the crossing and the need for train and engine movements near the crossing within the signal control limits, the warning signal actuation would be necessarily prolonged at times, and the signal would tend to give warning when no hazard was apparent to motorists. This condition breeds contempt for the signals, and their efficiency is consequently lowered. Trains traveling at maximum timetable speeds of 20 mph are traveling at approximately 30' per second. An acceptable warning time lapse of 20-30 seconds with an average of 25 seconds would necessarily result in the signal activating device being placed 750' on each side of the crossings. The narrow confines of the yard limit the distance from the crossings that would normally be available for the installation of activating devices of automatic warning signals. The possibility of placing activating devices at less than the prescribed 750' from the crossings was considered but the resulting loss of advance warning time would defeat the purpose of the electric signals. The evidence was to the effect that reflectorized cross-buck signs and proper illumination would provide sufficient protection at these crossings.

During the past ten years five accidents, generally of a minor nature, have been reported at the First Street North crossing, and none at the Main Street South crossing.

The Central Lincoln County Public Utility District has planned a new power pole line to feed an additional 12,000 volts into the area to augment its present power supply. A part of this construction is the installation of three 16,000 (or larger) lumen mercury vapor lamps at the crossings as shown on Supplemental Drawing 20B. Three of said lights will be at the First Street North crossing and three at the Main Street South crossing, all strategically located to provide the best possible illumination of the crossings and approaches.

The proposed extension of the Georgia Pacific plant facilities, the planned construction of new buildings and dock facilities at the Port of Toledo and the general development of this area have resulted in a pressure on the existing transportation facilities which warrant the construction and improvement of the proposed crossings as an integral part of the new by-pass route.

Because of the general high water table, the flat terrain and the proximity of the highways established grade to that of the railroad, a grade separation structure, either below or above ground, would be unnecessary and extremely difficult. Further, the City of Toledo testified that such separation structure would be financially impossible for the City to finance.

The estimated cost of construction of the two crossings herein with the connecting "A" Street Extension will be approximately $108,760.00 (this includes the cost of eliminating the Graham Street crossing). The budgeting of this amount has been set up in the following manner: The City of Toledo has budgeted $10,000. In addition, the City has set up a "Potential Improvement District" with $13,000 assessed against the adjacent property owners, approved without dissenting vote on January 26, 1959. A Bond issue by the City of Toledo for $80,000 was voted on July 22, 1959, by a four to one majority. This issue has been completely sold. As presently planned, the rest of the money (an estimated $20,000) will be received from the State of Oregon upon partial completion of this portion of the new route although an appropriation for this amount has not yet been approved by the State.

A contract between the Southern Pacific Company and the City of Toledo setting forth and allocating the costs of revising and rebuilding the proposed crossings, the relocation of the tracks of Southern Pacific Company, and performance requirements of both parties, has been entered into and incorporated as a part of the pleadings.

From the foregoing it is concluded that the proposed revision and rebuilding of the First Street North and Main Street South crossings in the City of Toledo will create no undue hazard to rail or vehicular operations, is necessary to the construction of a by-pass road to provide needed access to an industrial area, is in the public interest and should be granted subject to the terms and conditions as hereinafter set forth; it is therefore

ORDERED that the application of the City of Toledo for authority to revise and rebuild roadway crossings over the Southern Pacific Company tracks at First Street North and Main Street South in the City of Toledo, Lincoln County, Oregon, being in Section 17, T. 11 S., R. 10 W., W.M., is granted; and it is further

ORDERED that the construction shall be done in a good and workmanlike manner and in accordance with accepted safety and engineering practices and in conformity as to elevation, angles of intersection and grades as shown on the City of Toledo drawing No. 20B submitted with the petition and by reference made a part thereof; and it is further

ORDERED that the City of Toledo shall cause the crossings to be surfaced between the rails and for a distance of 2' outside thereof with asphaltic concrete in such a manner as to conform to the surface of the roadway adjacent to the crossing; and it is further

ORDERED that timber headers be installed on both sides of the rails in such a manner as to provide a flangeway and contain the surfacing material for the full width of the traveled portion of both the First

Street North and Main Street South crossings; and it is further

ORDERED that after completion the Southern Pacific Company shall maintain, at its own expense, its track and roadbed, the timber headers and the surfacing between the rails and for 2' outside thereof, for the full width of the traveled portion of the roadway in a manner more particularly set out in the agreement between the City of Toledo and the Southern Pacific Company; and it is further

ORDERED that three 16,000 (or larger) lumen lights shall be installed at appropriate locations to provide the best possible illumination at each crossing in conformity with the City of Toledo drawing No. 20B submitted with the petition and by reference made a part thereof or so illuminated as to conform to the recommended procedures authorized in the "American Standard Practice for Street and Highway Lighting" as prepared by the Illumination Engineering Society cited in the Oregon Manual on Uniform Traffic Control Devices; and it is further

ORDERED that the Southern Pacific Company shall install and thereafter maintain at each crossing two Commissioner's Standard No. 1R reflectorized crossing signs at proper locations, on each side of each crossing; and it is further

ORDERED that all costs incidental to the construction of the crossings, the surfacing thereof between the rails, the cost of headers, crossing signs, lighting equipment and the installation thereof shall be borne by the City of Toledo in a manner as set out in the agreement between the City of Toledo and the Southern Pacific Company filed with the petition and by reference made a part hereof; and it is further

Order #37169

ORDERED that the designation CK-765.7 be retained at the First Street North crossing and CK-765.4 at the Main Street South crossing as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 1st day of June, 1960.

Public Utility Commissioner

(SEAL)

THIS [illegible], made this 17TH day of AUGUST, 1959, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and the CITY OF TOLEDO, a municipal corporation of the state of Oregon, herein called "City";

RECITAL:

City wishes to construct a street [illegible] substantial portions of Railroad's right of way and property in the City of Toledo, Oregon. Construction of [illegible] will necessitate [illegible] facilities. The parties desire to set forth their [illegible] these [illegible].

[illegible]

In consideration of the promises here exchanged the parties agree as follows:

1. [illegible] Railroad's [illegible] Sheet "A", [illegible], hereinafter called "[illegible]", is attached [illegible] agreement.

2. [illegible] right of way shown in yellow [illegible] on the drawing. Railroad will [illegible] within one (1) year from the [illegible] conveyance a release of these premises from the lien of Railroad's Oregon Lines mortgage.

3. Railroad will quitclaim to City the property between its right of way and the westerly block line of Lot 13 between First Street North and Graham Street as shown in yellow tint and marked "quitclaim" on the drawing.

4. Railroad, at expense of City, will relocate its track from the location shown on the drawing by yellow line to the location shown by red line.

5. City will acquire and convey to Railroad good marketable title to the property in two locations as shown tinted red on the drawing. Railroad will assume no liability under or in connection with any contract of City for the acquisition of this land.

6. City will convey to Railroad an easement for an access road

THIS AGREEMENT, made this 17TH day of AUGUST, 1959, by and between [illegible] of the State of Delaware, herein called "Railroad," and the CITY OF [illegible], a municipal [illegible], herein called "City";

RECITALS:

City wishes to construct a street [illegible] upon substantial portions of Railroad's right of way and property in the City of Toledo, [illegible]. [illegible] of the [illegible] will [illegible] property, [illegible] facilities. [illegible] desire to set forth their [illegible] relating to these [illegible].

[illegible]

In consideration of the promises here exchanged the parties agree as follows:

1. [illegible] Toledo Division [illegible] F, Sheet [illegible], [illegible], 1959, hereafter called "drawing," is attached as [illegible] part of this agreement.

2. [illegible] right of way shown in yellow tint and [illegible]. Railroad [illegible] within one (1) year from the [illegible] of good conveyance a release of these premises from the lien of [illegible]'s Oregon Lines [illegible].

3. Railroad will quitclaim to City the property between its right of way and the westerly block line of [illegible] between [illegible] Street North and [illegible] Street as shown in yellow tint and marked "quitclaim" on the drawing.

4. Railroad, at expense of City, will relocate its track from the location shown on the drawing by yellow line to the location shown by red line.

5. City will acquire and convey to Railroad good marketable title to the property in two locations as shown tinted red on the drawing. Railroad will assume no liability under or in connection with any contract of City for the acquisition of this land.

6. City will convey to Railroad an easement for an access road

over the property shown hatched red on the drawing.

7. City is to acquire and retain title to the portion of the property between Railroad's present right of way and proposed right of way shown in shaded red tint on the drawing. City will grant to Railroad an easement for railroad and transportation purposes over this property.

8. City will acquire industry owned portion of Richardson Lumber Company's spur track shown by red line, marked "Richardson Lbr. Co." on the drawing, and will transfer all title and interest in this track to Railroad.

9. City will establish for Railroad a station in the location outlined in red, marked "station" on the drawing, at its option by either (a) moving Railroad's existing station shown outlined in yellow or (b) constructing a new station.

In the event the existing station is relocated, City or its contractor will to Railroad's satisfaction (a) make all repairs to any damage caused by the move and (b) [illegible] station, temporary station and communication facilities.

If City elects to construct a new station this shall be done in accordance with plans approved by Railroad.

In either case the station as completed at the new location shall be subject to Railroad's approval.

10. City will bear the entire expense of the matters covered herein, including but not limited to, costs of constructing, reconstructing and maintaining the highway, costs of acquisition of property to be conveyed to Railroad, relocation of track and station, and any necessary watchmen, flagmen and inspectors. City will reimburse Railroad for all expense incurred by Railroad in connection therewith.

11. City agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to de-

over the property shown hatched red on the drawing.

7. City is to acquire and retain title to the portion of the property between Railroad's present right of way and proposed right of way shown in shaded red tint on the drawing. City will grant to Railroad an easement for railroad and transportation purposes over this property.

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9. City will establish for Railroad a station in the location outlined in red, marked "station" on the drawing, at its option by either (a) moving Railroad's existing station shown outlined in yellow or (b) constructing a new station.

In the event the existing station is relocated, City or its contractor will to Railroad's satisfaction (a) make all repairs to any damage caused by the move and (b) provide, during relocation, temporary station and communication facilities.

If City elects to construct a new station this shall be done in accordance with plans approved by Railroad.

In either case the station as completed in the new location shall be subject to Railroad's approval.

10. City will bear the entire expense of the matters covered herein, including but not limited to, costs of constructing, reconstructing and maintaining the highway, costs of acquisition of property to be conveyed to Railroad, relocation of track and station, and any necessary [illegible], flagmen and inspectors. City will reimburse Railroad for all expense incurred by Railroad in connection therewith.

11. City agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the

construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

12. After the construction or reconstruction of the highway has been completed Railroad shall maintain only the portions of highway between lines two (2) feet outside the rails of each track located thereon. All other maintenance will be City's obligation.

13. All work upon or in connection with said highway shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad.

14. Work done on Railroad premises or in connection with Railroad property shall be done in accordance with plans approved by Railroad prior to commencement of work. No work on Railroad premises shall be commenced by any contractor for City until such contractor has entered into Railroad's standard Contractor's Agreement covering such work.

15. City shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway from the governmental body or bodies having jurisdiction thereof.

16. The rights herein granted shall lapse and become void if the construction is not commenced within one (1) year from the date first herein written.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By
GENERAL MANAGER

SP
SEAL

Attest T. F. RYAN
Assistant Secretary

CITY OF TOLEDO,

By LORNE T. DIXON
Mayor

construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

12. After the construction or reconstruction of the highway has been completed Railroad shall maintain only the portions of highway between lines two (2) feet outside the rails of each track located thereon. All other maintenance will be City's obligation.

13. All work upon or in connection with said highway shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad.

14. Work done on Railroad premises or in connection with Railroad property shall be done in accordance with plans approved by Railroad prior to commencement of work. No work on Railroad premises shall be commenced by any contractor for City until such contractor has entered into Railroad's standard Contractor's Agreement covering such work.

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17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By

GENERAL MANAGER

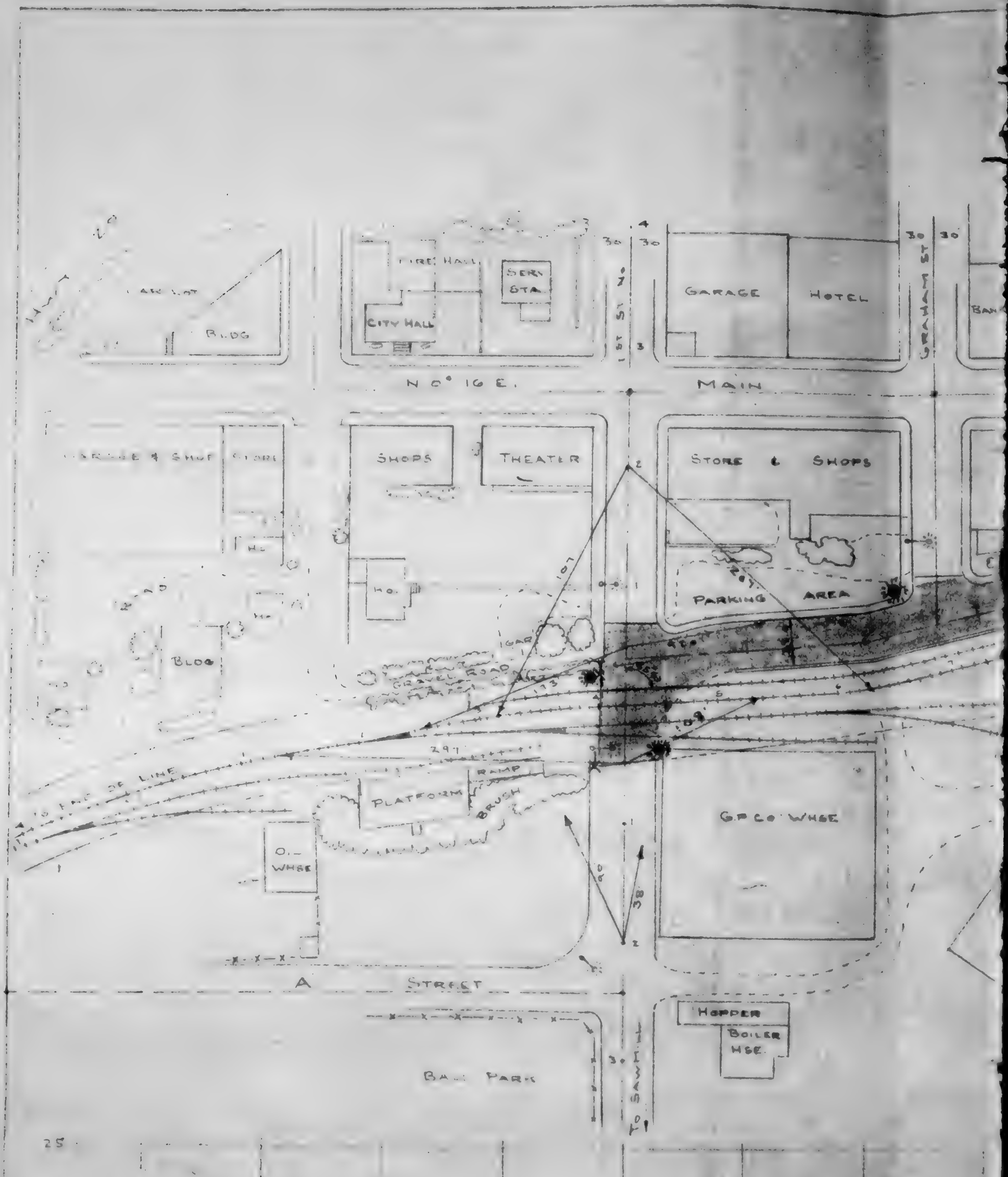
SP
SEAL

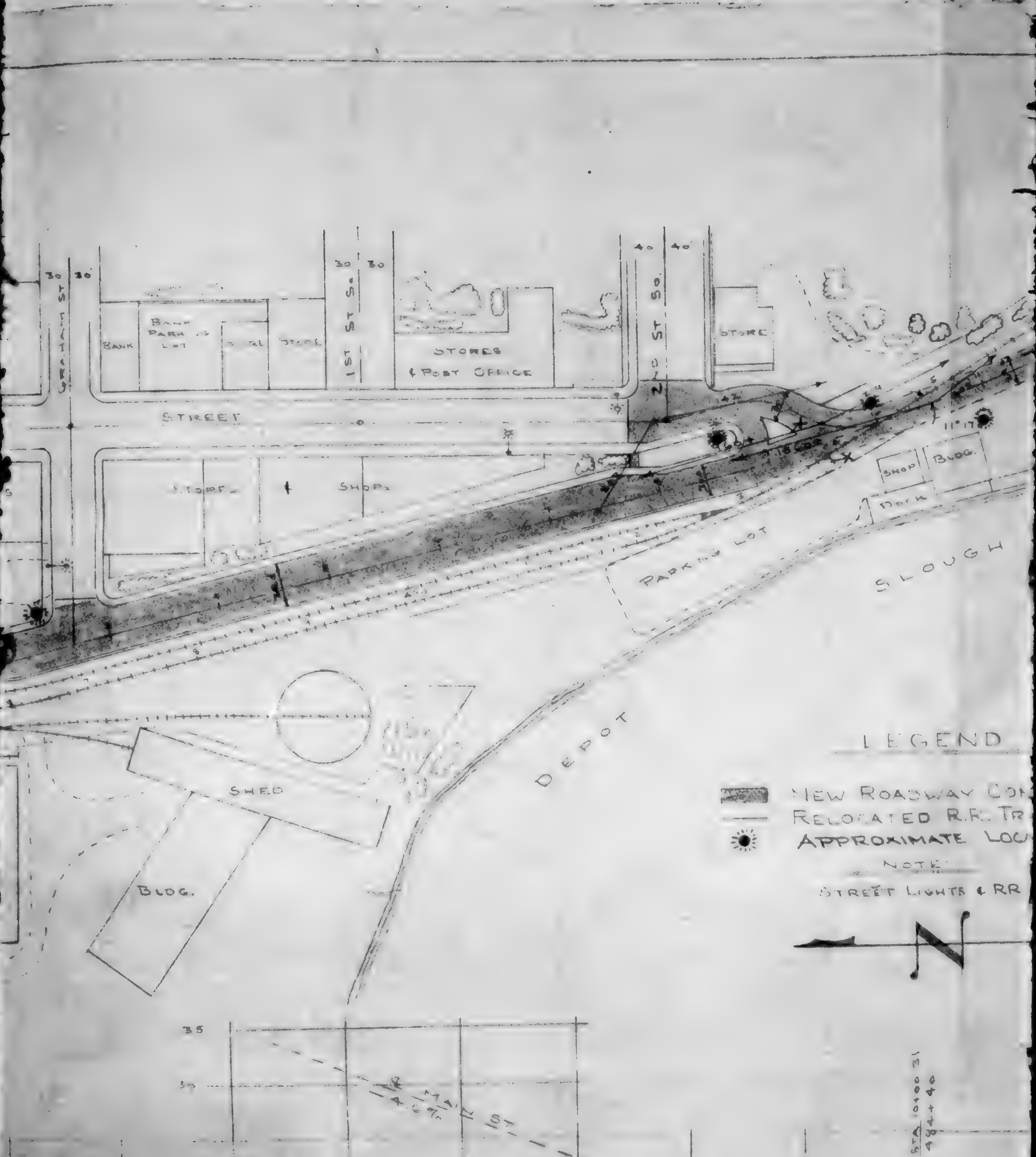
Attest T F RYAN
Assistant Secretary

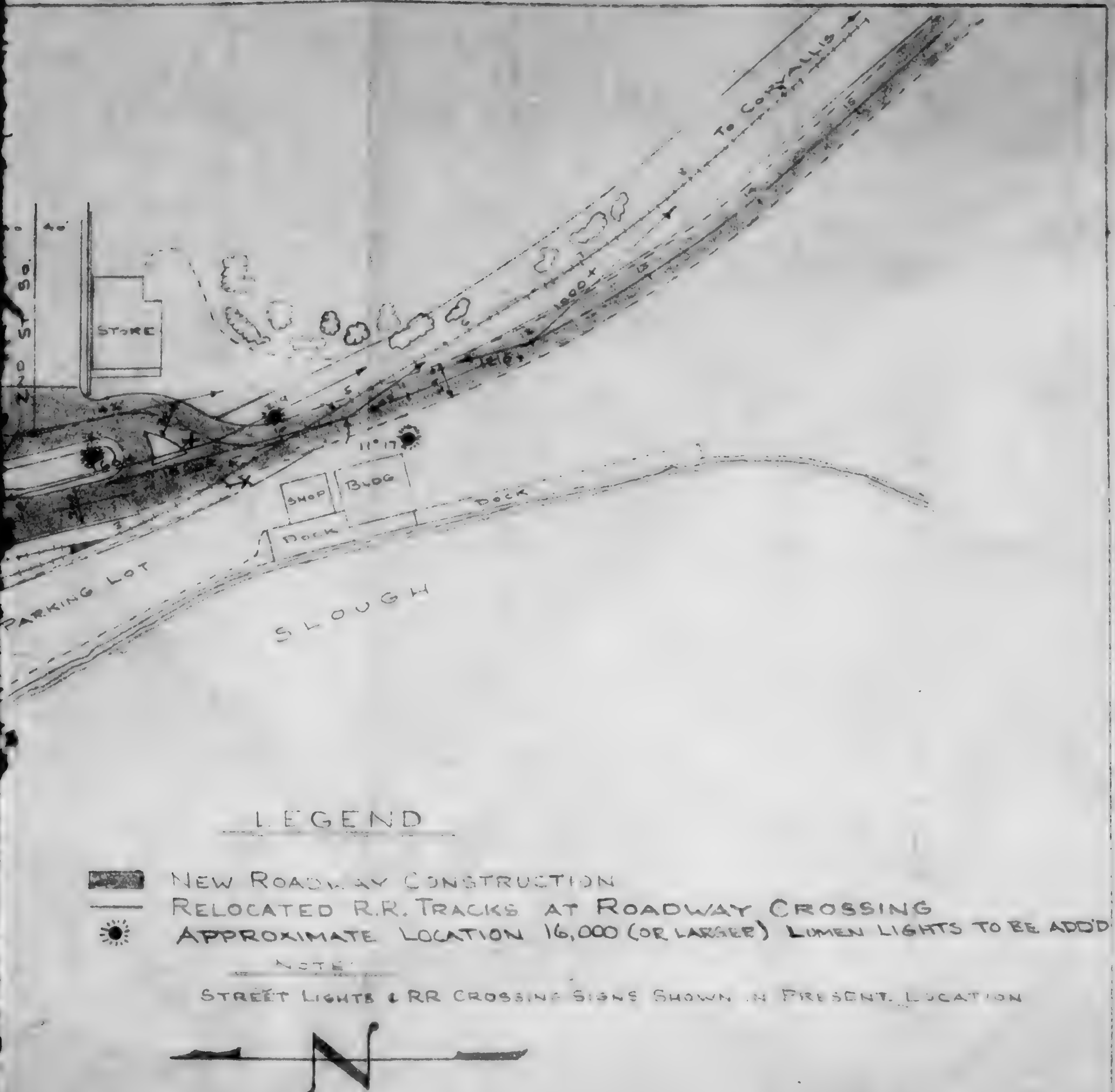
CITY OF [illegible],

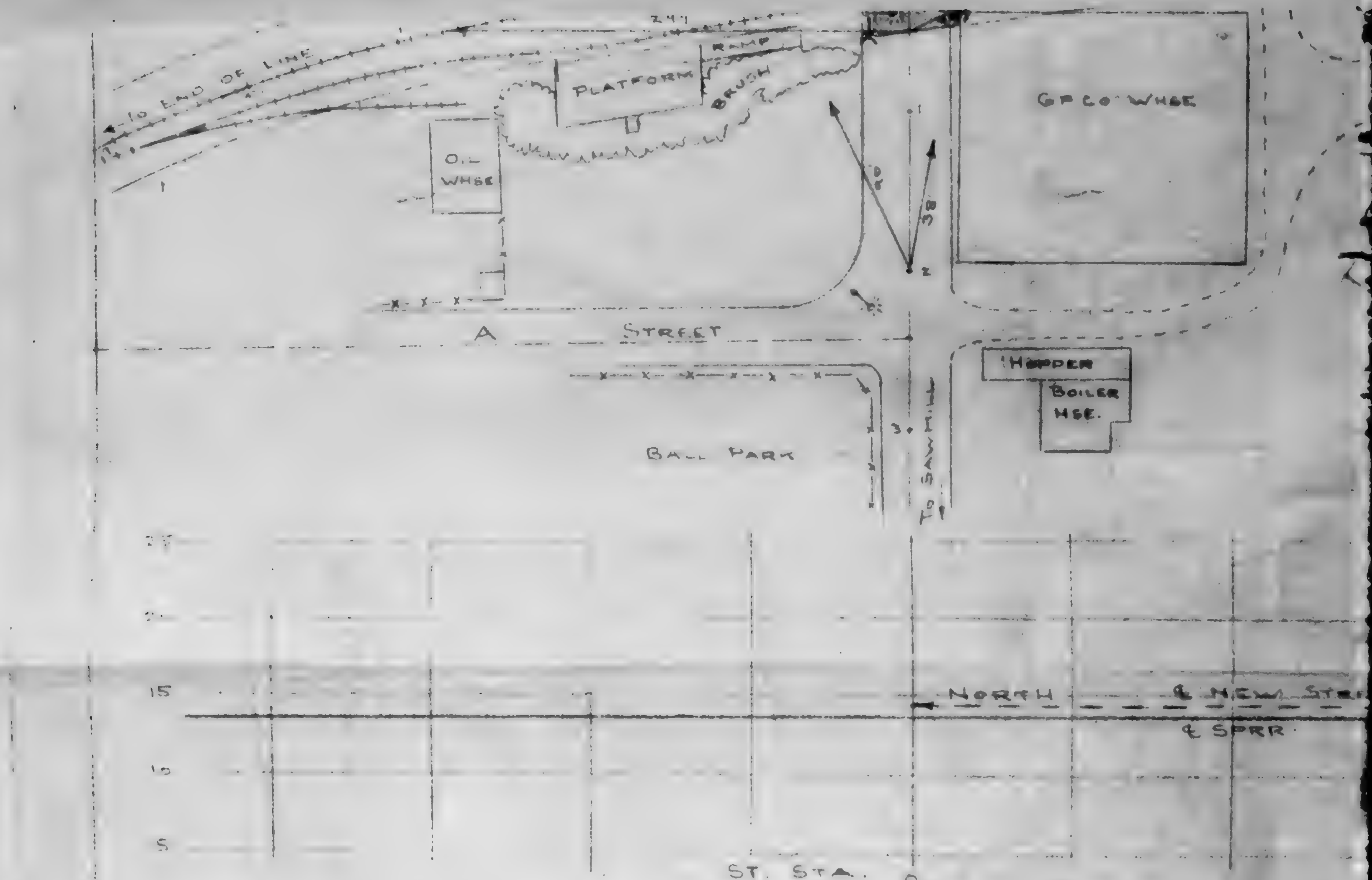
By LORNE T DIXON
Mayor

GLADYS BURGESS
Clerk

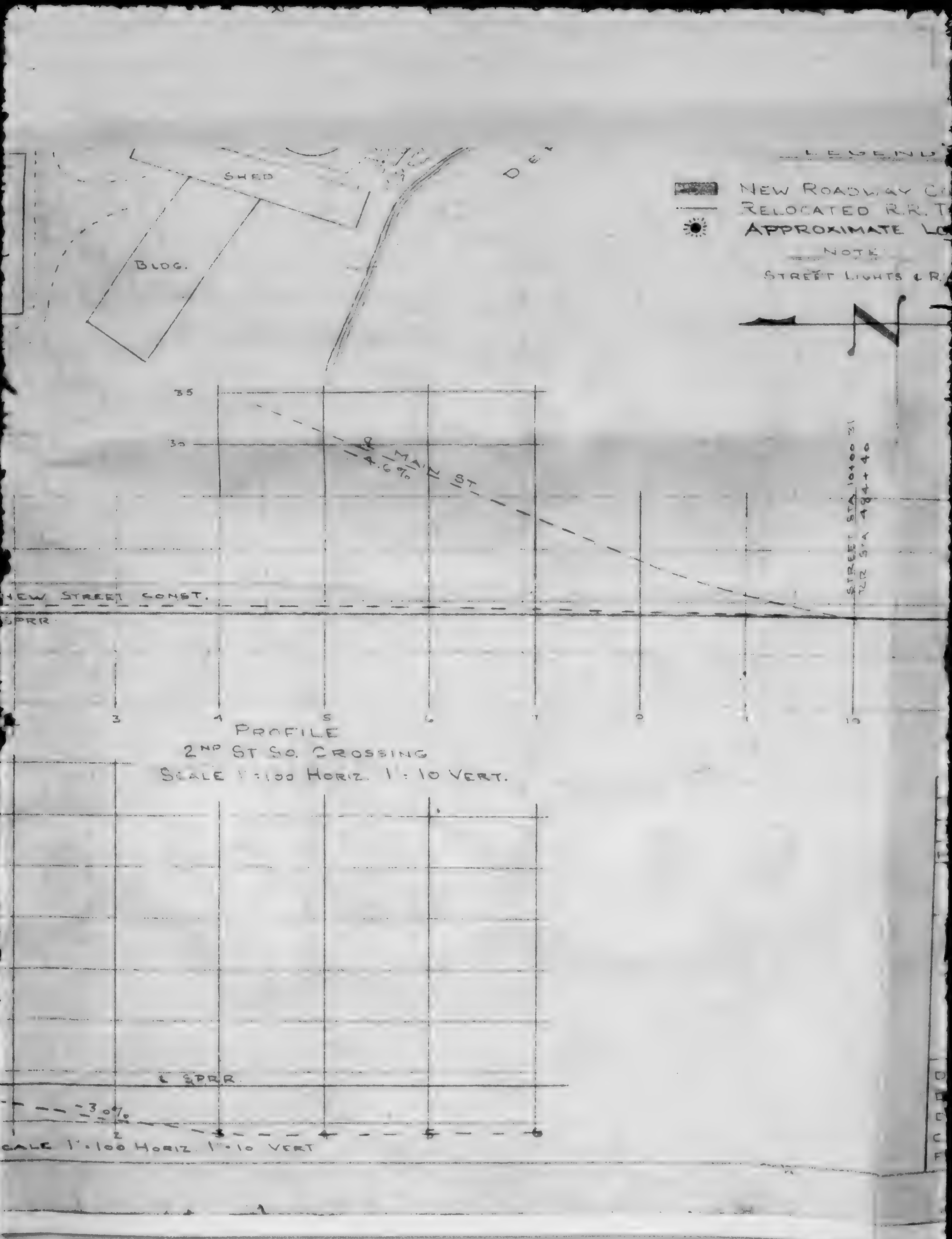

CAR LOT
BLDG
FIRE HALL
CITY HALL
SERV STA.
1ST ST
30
30
GARAGE
HOTEL
GRAHAM ST
30
30
BANK
NO 16 E.
MAIN
SHOPS
THEATER
STORE & SHOPS
STORE
HO.
HO.
BLDG
107
PARKING AREA
GRAVEL ROAD
GAR
133
297
TO MAIN LINE
RAMP
PLATFORM
BRUSH
OIL WHSE
G.F.CO. WHSE
38
A STREET
HOPPER
BOILER HSE.
BALL PARK
TO SAWMILL
25
20


30
30
GRAHAM ST
30
30
1ST ST So.
40
40
2ND ST So.
BANK
BANK PARKING LOT
STORE
STORE
STORES
& POST OFFICE
STORE
STREET
STORES
SHOPS
SHOP
BLDG.
DOCK
PARKING LOT
SLOUGH
DEPOT
SHED
BLDG.
11°17'
35
30
MAIN ST
4.6%
LEGEND
NEW ROADWAY CON
RELOCATED R.R. TR
APPROXIMATE LOC
NOTE:
STREET LIGHTS & RR
N
STREET STA 10+00 31
RR STA 484+40


To Corvallis
Store
ND St So.
40'
1800±
1216±
11°17'
Shop
Bldg
Dock
Dock
Parking Lot
Slough
LEGEND
▨ New Roadway Construction
— Relocated R.R. Tracks at Roadway Crossing
● Approximate Location 16,000 (or larger) Lumen Lights to be add'd
Note:
Street Lights & RR Crossing Signs Shown in Present Location
N
TREET STA 10+00 31
RR STA 484+40



PROFILE 1st St No. CROSSING Scale 1"=1



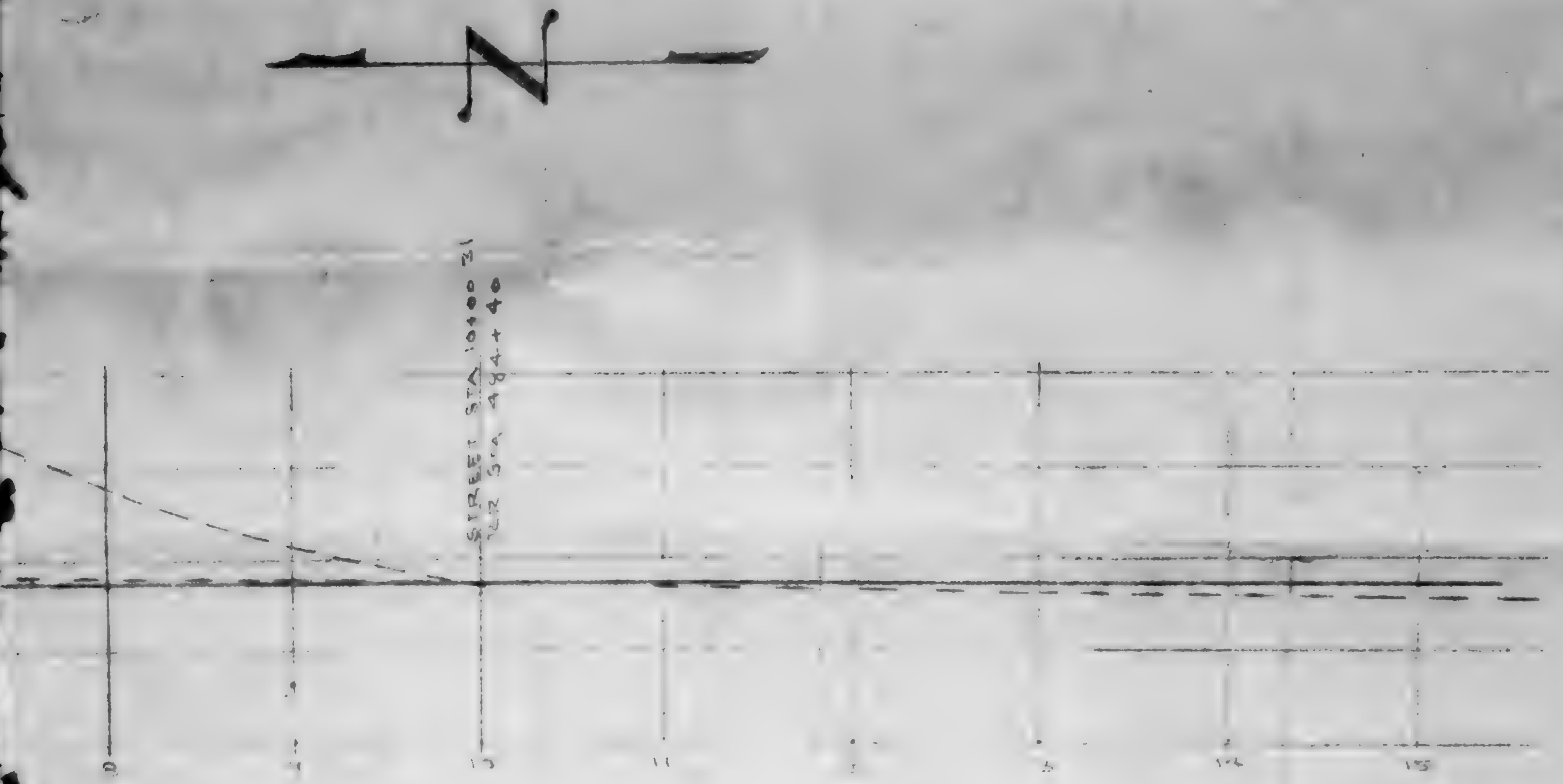
PROFILE
2ND ST SO. CROSSING
SCALE 1"=100 HORIZ. 1"=10 VERT.

CALE 1"=100 HORIZ 1"=10 VERT

LEGEND

▨ NEW ROADWAY CONSTRUCTION
— RELOCATED R.R. TRACKS AT ROADWAY CROSSING
☀ APPROXIMATE LOCATION 16,000 (OR LARGER) LUMEN LIGHTS TO BE ADD'D

NOTE:
STREET LIGHTS & RR CROSSING SIGNS SHOWN IN PRESENT LOCATION



REV.	DATE	BY	DESCRIPTION
A	2-8-60	MBW	APPROX. LOC. 16,000 LUMEN LIGHTS SHOWN

CITY OF TOLEDO, OREGON
ENGINEERING DEPT

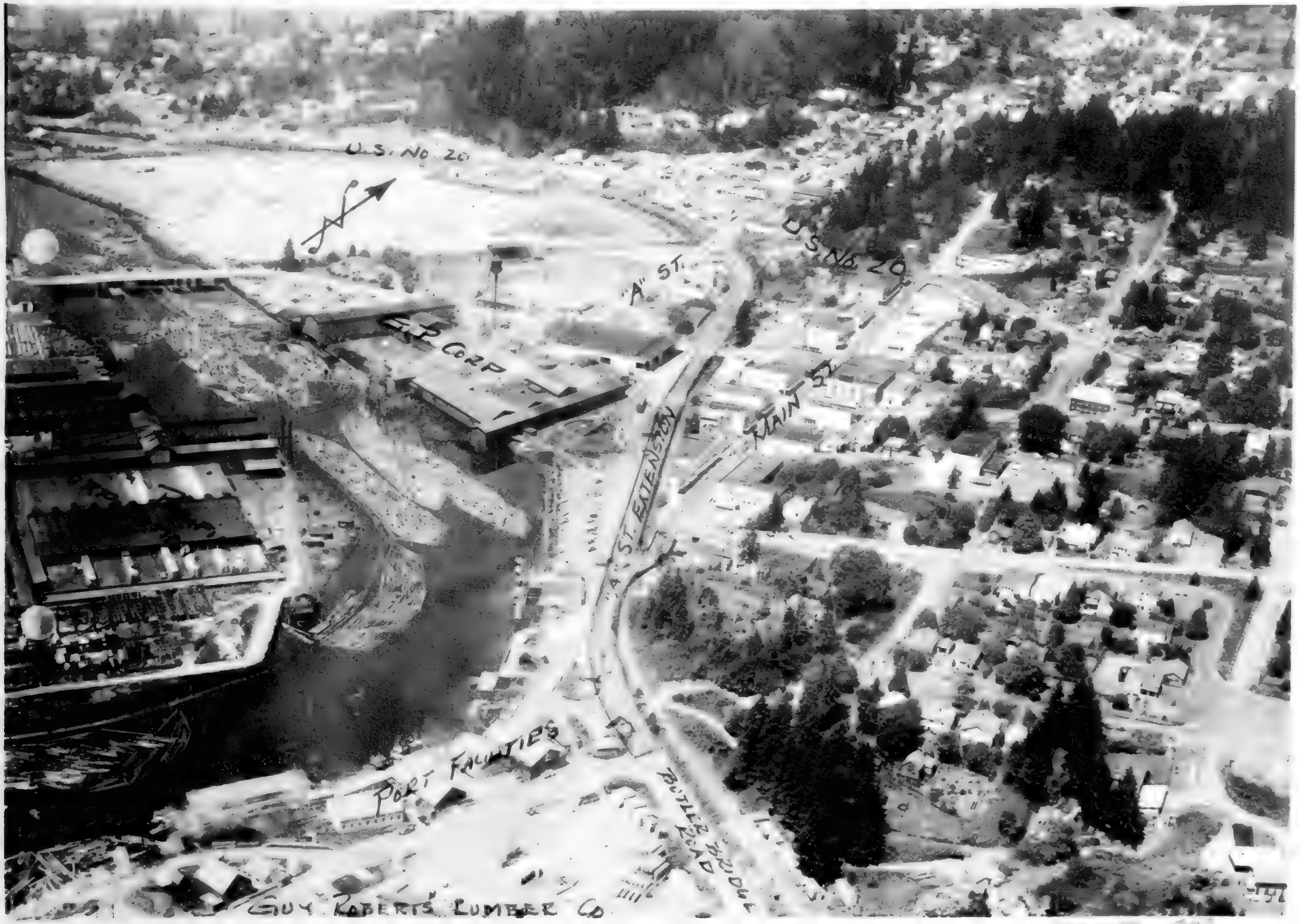
PLOT PLAN & PROFILE FOR
REVISED R.R. TRACK CROSSING
AT FIRST ST. NO. & SECOND ST. SO.

DATE: DEC. 59
DES.: MBW.
DR.: L.L.H
CHK.: MBW
F.B. 10

APPROVALS:
M B Wenger
MANAGER
MAYOR

SCALE
HORIZ 1"=100'
VERT. 1"=10'
DWG. ST
20B

5


U.S. No 20
E.P. CORP
"A" ST.
U.S. No 20
MAIN ST.
"A" ST. EXTENSION
PORT FACILITIES
BUTLER BRIDGE ROAD
GUY ROBERTS LUMBER CO

AUGUST 1951

[illegible]-8323 Cairo Jct. Homedale Rock Prod. Proj.
Central Ore. & Nyssa-Adrian Hwys.

#5919 1961

RECEIVED
APR 2 1962
FOR FILING

5919

March 30, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5919, awarded to N. A. Toole Const. Co., for the Cairo Jct.-Homedale Rock Production Project on the Central Oregon and Nyssa-Adrian Highways in Malheur County.

This contract was completed on August 23, 1961 and was accepted by the Highway Commission on September 15, 1961. Final payment in the amount of $888.19 will be released to the contractor on or after April 6, 1962. The total contract amount is $31,089.02 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: N. A. Toole Const. Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

FINAL

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 1, 1961

Section Cairo Jct. - Homedale

Highway Central Oregon & Nyssa-Adrian County Malheur

Contractor N. A. Toole Construction Co.

Date of contract May 26, 1961

Date work started June 12, 1961

Project authorization $ 33,750.00

Exclusive of engineering $ 31,350.00

Kind of work Rock Production

Section prefix 23-8323

Contract number 5919

Specified work days 70

Work days used 44

Per cent of time elapsed 62.9 %

Estimated cost of completed project, exclusive of engineering $ 30,788

Estimated per cent [illegible] underrun 1.79 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 2,400.00

Engineering cost to date $ 16 78.13, 69.9 %

Date project was completed August 25, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	-	-	-	-	-	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Office crew finished and submitted semi-final on Thursday this week.

NOTED

Noted
J N Juve

CONSTRUCTION DIVISION
RECEIVED
SEP 5 1961
NOTED-- ☐ ☐ ☐ ☐
CE ASE ACE COE

Signed E. S. Thompson
E. S. Thompson, Resident Engineer

Address Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,700		
Total quantities corrected to date			10,040.65		
Estimated quantities moved or placed to date			10,040.65		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Showers		
Friday	Cloudy		
Saturday			

RECEIVED
JUL 6 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]
5917

July 5, 1961

N. A. Toole Construction Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5919, awarded May 26, 1961, for the Cairo Jct.-Homedale Rock Production Project on the Central Oregon and Nyssa-Adrian Highways in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

24-3632- Radio Bldg. at Salem Shops.
01 Remodel existing building
#5020 1961

RECEIVED
OCT 9 1961
FOR FILING

5920

October 9, 1961

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
220 Montgomery Street
San Francisco 6, California

Gentlemen:

State Highway contract #5920 for remodeling the Radio Building at the Salem Shops, Marion County, was completed by the contractor, Mills Const. Co., on September 19, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,294.50 will be released to the contractor after acceptance by the Commission. The total contract amount is $27,233.70, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Pioneer Ins. Agency
109 Commercial Street NE
Salem, Oregon

cc: Mills Const. Co.,
P. O. Box 1005
Salem, Oregon

RECEIVED
SEP 26 1961
FOR FILING

5920

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1961

To:

SUBJECT: Salem Shops Radio Building
Contract No. 5920

Mr. D. B. Parkes
Contract Payments

OFFICE

Mills Construction Company completed work on the Salem Shops Radio Building Project in Marion County, Contract No. 5920, on September 19, 1961. Will you please secure authority from the Commission to pay the final estimate on this job.

I. D. Merchant
Bridge Engineer

dl

CC; Mr. Floyd Query

NOTED ON CARD
lc

RECEIVED
JUN 27 1961
FOR FILING

5920

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Mills Const. Co.,
P. O. Box 1005
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5920, awarded May 26, 1961, for construction of a radio building at the Salem Shops, Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUN 13 1961

FORM E-30 50M 3-61 94307

FOR FILING

24-1632-01

5920

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Mills Construction Company started work on the Salem Shops Radio Building Project in Marion County, Contract #5920 (State Project), on June 6, 1961.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED
FLOYD QUERY

I-5-6(19) Harbor Dr.-Wash. Co. Line Sec.
295 Pacific Hwy.
#5921 1961

RECEIVED
SEP 4 1962
FOR FILING

August 31, 1962

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

Contract No. 5921, for illumination installation on Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, awarded to Trowbridge Electric Company, was completed on July 20, 1962 and accepted by the State Highway Commission on August 9, 1962.

Final payment in the amount of $7,102.42 will be released to the contractor on or after September 10, 1962. The total contract amount is $165,376.68, including $637.94 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Trowbridge Electric Co.
721 S.E. Oak Avenue
Roseburg, Oregon

Ken Bailey Insurance Agency
830 S.E. Rose
Roseburg, Oregon

D Cook

RECEIVED
[illegible] 1962

FOR FILING

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

August 8, 1962

SUBJECT: Harbor Dr.-Washington County Line
Illumination Installation
Contract No. 5921
FAP No. I-5-6(19)295

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Trowbridge Electric Company completed work on the above project on July 20, 1962.

Will you please secure authority from the Commission to pay the final estimate on this job. The Bureau of Public Roads has accepted the work done under this contract.

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: Floyd Query

NOTED ON CARD
d.c.

NOTED
FLOYD QUERY

FORM GD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED
1962

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

FOR FILING

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 3, 1962

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

9.21

SUBJECT: Oregon I-5-6(19)295 Harbor Drive-Washington County Line
Illumination

Mr. Merchant's letter, dated July 26, requested our approval of Extra Work Order No. 3 for the amount of $205.00. This amount was expended in searching for an electrical conduit placed under the pavement under a previous project.

If the conduit had been placed according to the contract plans, and had been properly marked this expenditure would not have been necessary; therefore, we are not approving Extra Work Order No. 3 for reimbursement with Federal Aid funds.

AUG [illegible] 1962

NOTED
P. M. STEPHENSON

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FOR FILING

FORM [illegible] 11-61—60251

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
July 31, 1962

SUBJECT: Contract Illumination Project
Harbor Drive-Washington County Line Section
Contract No. 5921

To:

Ivan Merchant
Bridge Engineer
BUILDING

We have recently completed a final inspection on the above mentioned illumination project.

All work and material meet the requirements of the plans and specifications.

Insofar as this office is concerned, final payment may be made.

F. B. Crandall
Traffic Engineer

LEG:mgm
cc: Tom Edwards
Lloyd Shaw

NOTED
TOM EDWARDS

RECEIVED
AUG [illegible] 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30X 80M 7-60 20306

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 27, 1962

SUBJECT: Revision of Existing Electrical
Metering Equipment
Washington County Line-Harbor Drive
Illumination Project
Contract No. 5921

To: I. D. Merchant
Bridge Engineer
BUILDING

We have recently been advised that the power companies whose electrical metering equipment is involved on the above mentioned section of highway have made a request to the Metropolitan Division office for permission to install a double locking system on the right-of-way fence gates, in order that their meter readers may unlock the gates and read the electrical meters each month without parking on the Interstate highway right-of-way. It is the opinion of both this office and the Bureau of Public Roads that this double locking system should not be permitted. The other alternative would be the complete relocation of all electrical meters outside the Interstate right of-way.

Since the contractor was instructed very clearly, via the legend on the contract plan sheets, where to locate these services and meter equipment, it is the responsibility of the State to remove and relocate the metering equipment to some point outside the Interstate right-of way. This project is still under contract and has not yet been completed. It is therefore requested that this revision work be accomplished by an Extra Work Order under the existing contract. There are a total of six locations at which metering equipment will have to be moved and relocated to points which are mutually agreeable to both the power companies and the Highway Department.

The total estimated cost of revising these meter locations is $400. We have not prepared plans for this revision. It is suggested that at such time as the Division Office negotiates with the contractor for these revisions, Mr. Bailey of our office and representatives of each power company involved, be present at a conference in order that the contractor might have adequate information on which to base a cost. We have discussed this matter with the Bureau and have received tentative approval for submitting this item as a participating unit of work.

Original Signed by
F. B CRANDALL

F. B. Crandall
Traffic Engineer

NOTED
TOM EDWARDS

LEG:mgm/em
cc: Tom Edwards
Lloyd Shaw

RECEIVED
30 1962

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
January 25, 1962

To: Forrest Cooper
State Highway Engineer

SUBJECT: Harbor Drive-Wash. County Line
Roadway Illumination
Contract No. 5921

OFFICE

Trowbridge Electric Company has completed all work on this project with the exception of painting 188 out of 325 poles and installing electrical equipment and connecting up the same on signs to be furnished and placed by another contractor. Painting the sign poles can not be completed until good weather in April or May of this year. Installing and connecting up the electrical equipment can not be completed until such time as the signs are installed by Roy L. Houck, which, as near as we can determine, will be about the middle of May this year.

Because the Contractor can not complete the work due to conditions beyond his control, he has requested that we reduce the retained percentage being held on the contract. The estimated cost of the incompleted work is $3,000. At present we are holding 7½% of the contract amount, $12,225. I propose to reduce the retained amount from 7½% to 3% releasing some $7,335 to the Contractor. Total amount retained to insure completion of the contract would be $3,000 for incompleted work plus $4,890 retained percentage (3% of contract amount) for a total of $7,890 retained. This is sufficient to protect the State's interest in the contract, and I know that we will be granting the contractor a favor as he is a comparatively small operator.

May I have your concurrence in this action?

Ivan D. Merchant
Bridge Engineer

CAG:dl

APPROVED

State Highway Engineer

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FOR FILING

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5921

November 30, 1961

Trowbridge Electric Company
721 S. E. Oak Avenue
Roseburg, Oregon

Gentlemen:

I return herewith the exemption certificate covering the purchase of lamps for the illumination project on the Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. Forrest Cooper
Mr. Ivan Merchant
Mr. F. B. Crandall

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 28, 1961

SUBJECT: Mercury Vapor Lamp Tax Exemption Certificate
Washington County Line - Harbor Drive Section
Contract Illumination Project

To: G. S. Paxson
Ass't State Highway Engineer
OFFICE

We are transmitting to your office with this letter the file on the above mentioned subject, which you transmitted to the Bridge Division. In a letter dated February 28, 1961, and directed to this same company, you did state that Tax Exemption Certificates would be signed if all the required information was shown.

This office has checked the information indicated both in the letter of transmittal and on the exemption certificate. This information appears to be in order. The Tax Exemption Certificates may be signed by the proper person.

F B Crandall
F. B. Crandall
Traffic Engineer

LEG:sm
Attachments

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

TROWBRIDGE Electric Company
721 S. E. OAK AVENUE • ORchard 3-5521
ROSEBURG, OREGON

November 15, 1961

Oregon State Highway Department
Salem
Oregon

Attention: State Highway Engineer

Gentlemen:

Reference is made to the Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5921 for Highway Illumination.

Furnished and installed under this contract were the following large lamps:

3	AH-12	MV.	1,000 W	42.00	126.00
316	EH-1	MV.	400 W	17.00	5,372.00
3	AJ-22	MV.	175 W	15.00	45.00
30	F72T12/CW/HO			4.00	120.00
					$ 5,663.00

In accordance with the purchase of these lamps, this contractor is entitled to a credit of 4.7% of the list value for these lamps used in this installation.

Attached please find a copy of the negotiation which spells out this allowance.

This contractor does hereby certify that this exemption allowance was known to him at the time of bidding and was considered at the time of bidding.

We therefore respectfully request that you cause the attached certification to be signed at the point marked "X", and return to this office.

Very truly yours,

TROWBRIDGE ELECTRIC COMPANY

Ray O. Sims

Ray O. Sims

ROS/mr
Enc.

RECEIVED
NOV 16 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
STATE HIGHWAY DEPT.
BRIDGE DIVISION
NOV 17 1961
PM
8,9,10,11,12,1,2,3,4,5,6

RECEIVED
1961
STATE HIGHWAY ENGINEER

Westinghouse
ELECTRIC SUPPLY COMPANY

[illegible]
1230 COURT STREET
BOX 1165, MEDFORD, ORE.

June 19, 1961

Subject: Harbor Drive-Washington
County Line [illegible]
Illumination Installation
State of Oregon Job #397[illegible]
NPO 520 Wesco
Negotiation #1191

Trowbridge Electric Company
[illegible] Street
Roseburg, Oregon

Attention: Mr. Ray O. Sims

Dear Ray

The following is a quotation covering the lighting equipment for the subject job, (less poles etc., as negotiated.)

ITEM	QUANTITY		DESCRIPTION
IA	3		CV-55-S-IV-P 1000 watt Luminaires.
IB	47		CV-[illegible]-E-III 400 watt Luminaires.
IC	37		CV-20-E-II 400 watt Luminaires. 7 //
ID	3		CV-20-E-II with S#1568790 socket extension for 175 watt.
IIA	3		S#[illegible]712 Ballast 20 amp series 1000 watt, aluminum tank.
IIB	[illegible]		[illegible] Ballast 240 volt Regulated output type, 400 watt aluminum tank.
IIC	15		S#46LD505048 Ballast 120/240 volt, Regulator output type, 400 watt aluminum tank.
IID	3		#236-288 Jefferson Ballast 175 watt.
IIIA	16		S#[illegible] type FU-72 luminaire double recessed contact sockets, single lamp 1000 MA-277V.
IIIB	4		S#46LD972008 type FU-72 luminaire double recessed contact sockets, two lamp, 1000 MA-277V.
IIIC	6		S#46LD972005 type FU-72 luminaire, double recessed contact sockets, 1000 MA, two lamp 240V ballast.

IIID		6	[illegible] type FU-72 luminaire, double recessed contact sockets, 1000 MA single lamp less ballast.
IVA		3	A-H12 Mercury lamp 1000 watt.
IVB		316	E-H1 Mercury lamp 400 watt.
IVC		3	A-H[illegible]2 Mercury lamp [illegible] watt.
IVD		36	F96T12/CW/HO Fluorescent lamps, 1000 MA double recessed contact type.

Note: Upon presentation of properly executed Federal Excise tax exemption certificate credit of 4.7% of the list value of all taxable lamps purchased will be allowed.

VA	4	4	#63300C fisher Pierce photo cells 120V.
VB		12	#63304C fisher pierce photo cells 240V.

[redacted] sum price quoted for items IA through VB inclusive is [redacted] grated C.N.A. contractor net all. Shipping schedule will be [redacted] cordance with your requirements.

Attached are three copies of DB60-154, DB60-112, DB62-750, DB62-850, and DB60-[illegible] for your use.

This quotation bill of material for items IIIA, B, C, and D and IVd as indicated in your letter dated 5-10-61, double recessed contact socket fixtures and lamps have been substituted for mogul bi-pin sockets types previously called for in specifications.

Please enter this order as soon as possible so that exact shipping schedules can be arranged to meet your requirements.

We appreciate this opportunity and will give this order our strictest attention.

Yours very truly,

W. J. Moreland
Branch Manager

lp

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OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 17 1961 PM
7,8,9,10,11,12,1,2,3,4,5,6

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DEC 1 1961
FOR FILING

5921

COPY

November 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Harbor Drive-Tigard Interchange Sec.
Projects: I-5-6(5)295, I-5-6(21)295
I-5-6(20)295, I-5-6(22)300
Contract Nos. 5762, 5972, 5944 and
5921

Dear Sir:

We are going to open the above section of highway to unlimited travel on December 1, 1961. As you know, the section will not be completed and work on each of these contracts will be performed under traffic. It is probable that one or more of the contractors will suffer additional construction costs as a consequence of working under traffic. If such justifiable costs are incurred and chargeable to the State, we expect to request federal participation.

Our action in opening this highway is taken after carefully weighing the traffic benefits that accrue to the user. These tangible benefits have been conservatively estimated to be in excess of $370,000 per year. Inasmuch as the facility probably will not be completed for another six months, opening at this time benefits the public at least $185,000. In addition, the new facility will afford relief to extremely congested Barbur Boulevard which, in turn, is expected to result in substantial reduction of traffic accident rates.

We believe that these benefits far outweigh additional costs that may result.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc W. C. Williams
Tom Edwards

FBK:fp fm

RECEIVED
JUN 28 1961
FOR FILING

5921

COMMISSIONERS
M. K. McIVER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 28, 1961

Trowbridge Electric Co.,
721 SE Oak Avenue
Roseburg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5921, awarded May 26, 1961, for illumination installation on Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

JUN 22 1961

FOR FILING

5921

COMMISSIONERS
M. K. McIVER, CHAIRMAN
AND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 22, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

Dear Sir:

Trowbridge Electric Company started work on the Harbor Drive-Washington County Line Illumination Installation Project on the Pacific Highway in Multnomah County, Contract #5921, FAP No. I-5-6 (19)295, on June 20, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
JUN 7 1961

FOR FILING

I-5-1(11)295

5921

June 7, 1961

Mr. Fred T. Fowler
Highway Engineering Coordinator
City of Portland
414 City Hall
Portland 4, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Portland two fully executed copies of an agreement between the State Highway Commission and the City of Portland covering illumination on the S. W. City Limits-Harbor Drive Section of the Pacific Highway in the City of Portland

Very truly yours

Secretary
OREGON STATE HIGHWAY COMM.

rn
Enc. 2

RECEIVED
MAY 31 1961
FOR FILING
I-5-6(19)295

5921

408 State Highway Building
Salem, Oregon

May 26, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-6(19)295

As requested in your letter of today we hereby concur, as of this date, in award of Contract No., 5921 for Oregon Project I-5-6(19)295, Harbor Drive-Washington County Line Section of the Pacific Highway, (Illumination) to Trowbridge Electric, of Roseburg, Oregon, low bidder in the amount of $163,000.00 at the May 23, 1961 bid opening.

RECEIVED
MAY 3 1961
FOR FILING
I-5-6(19)295
5921

408 State Highway Building
Salem, Oregon

May 1, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

Oregon Project I-5-6(19)295
Harbor Drive-Washington County Line Section

We have today approved the P. S. and E. documents for Oregon Project I-5-6(19)295, Harbor Drive-Washington County Line Section of Pacific Highway Illumination.

This is to authorize your advertising for bids.

Porter

NOTED

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APR 6 1961

FOR FILING 29386

I-5-6(19)295

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1961

SUBJECT: State-City Agreement
Proposed Illumination Installation
Harbor Drive-Washington County Line Section
Pacific Highway

To:
C. G. Swenson
County-City Relations Engineer
OFFICE

At the May 23 Bid Opening, we plan to open bids for lineal illumination on that section of the Pacific Highway between the Washington County Line and Harbor Drive. The City of Portland has agreed to pay the power costs for that portion within the city.

There are attached ten copies of a State-City Agreement covering the power costs as mentioned above. These agreements have been checked and found correct. Will you please care for their further processing.

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson ✓

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APR - 1961
STATE HIGHWAY ENGINEER

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APR 6 1961

FORM E-80X 50M 7-60 29396
FOR FILING
I-5-6(19)295

5921

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 22, 1961

SUBJECT: Preparation of State-City Agreement
Proposed Illumination Installation
Pacific Highway - Portland

To: L. [illegible] Lindas
Chief Counsel
OFFICE

On May 23, it is planned to let a contract installing lineal illumination on that section of the Pacific Highway between the southwest city limits of Portland and Harbor Drive. The City of Portland has agreed to pay for the cost of power consumption under this project. Will you please prepare the necessary State-City Agreement.

In the way of materials to be included in the agreement, I offer the following:

1. The highway involved is the Pacific Highway, No. 1, (I5) US99
2. It is planned to install lineal illumination on that section of the Pacific Highway between the southwest city limits of Portland and Harbor Drive as shown on the attached plans.
3. The State shall make the installation at its own expense.
4. The State shall maintain the luminaire units after installation.
5. The City shall pay for all electrical energy consumed by the luminaire units installed under this project.

If after preparation, you will submit the agreements to this office,we will check them and care for further processing.

Original signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson
C. G. Swenson

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1961
OFFICE OF
STATE HIGHWAY ENGINEER

26-1621 Traffic Signals. Beaverton-Hillsdale Hwy. at Shattuck Rd.

#5022 1961

RECEIVED
OCT 20 1961
FOR FILING

86-1121

5922

October 19, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5922 for traffic signal installation on the Shattuck Road Jct. Section of the Beaverton-Hillsdale Highway in Multnomah County was completed by the contractor, W. R. Grasle Co., on October 3, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,607.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $9,480.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: W. R. Grasle Co.,
437 NW 16th Ave.,
Portland
Oregon

RECEIVED
OCT 12 1961
FORM 8-90X 50M 7-60 29386
FOR FILING

5922

D Cook

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

W. R. Grasle Company completed work on Shattuck Road Traffic Signal Installation on Beaverton-Hillsdale Highway in Washington County, Contract No. 5922, on October 3, 1961. Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

dl

cc: Mr. Floyd Query

NOTED ON CARD

NOTED
FLOYD QUERY

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JUL 13 1961

FOR FILING

[illegible]-121

5922

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

W. R. Grasle Company started work on the Shattuck Road Traffic Signal Installation Project on the Beaverton-Hillsdale Highway in Washington County, Contract #5922 (State Project), on July 12, 1961.

Ivan D. Merchant
Bridge Engineer

NOTED
FLOYD QUERY

nk

cc: Floyd Query

RECEIVED
JUN 22 1961
FOR FILING

5922

COMMISSIONERS
H. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 22, 1961

W. R. Grasle Company
437 NW 16th Avenue
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5922, awarded May 26, 1961, for traffic signal installation at the Shattuck Road Jct. on the Beaverton-Hillsdale Highway in Multnomah County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

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RECEIVED
JUN 7 1961

FOR FILING

26-2.1621

[illegible]

June 7, 1961

Mrs. Pearl E. Christensen, Secretary
Washington County Pomona Grange
Route 3, Box N 259
Sherwood, Oregon

Dear Mrs. Christensen:

Thank you for the copy of a resolution adopted by your Grange on April 26, 1961 expressing thanks and appreciation of the Grange for the installation of traffic signals at the intersection of Shattuck Road and the Bertha-Beaverton Highway.

Copies of your resolution are being forwarded to the individual members of the State Highway Commission and to the State Highway Engineer so that they may know of your action.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc

cc: Commissioners
W. C. Williams

A RESOLUTION

Whereas, at the last quarterly meeting of Wahhington County Pomona Grange held in Beaverton, Oregon, a resolution was duly adopted requesting that the State Highway Commission install stop signals and lights at the intersection of Shattuck Road and Bertha-Beaverton Highway and solicited the help of the Oregon State Grange Legislative Committee in promoting the need for the installation tereof; and

Whereas, the State Highway Department has advised that the request has been granted and the installation thereof will be undertaken as soon as possible; Now therefor be it resolved by Washington County Pomona Grange that we extend our thanks and appreciation to the State Highway Department for its decision and help in eliminating the dangerous hazards existing at this intersection; Be it further resolved that a copy of this resolution be mailed to the State Highway Department and to the Oregon State Grange Legislative Committee.

Adopted April 26, I96I.

Clay Dorland Master
Bessie E. Christensen Sec.

Clay Dorland

RECEIVED
MAR 31 1961
FOR FILING

26-1121

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Agenda
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862
27.4

March 15, 1961

Mr. Albert Streiff
5747 S. W. Boundary Street
Portland 1, Oregon

Dear Mr. Streiff:

On December 27, 1960 you addressed a letter to the Board of County Commissioners, Multnomah County, and on January 5, 1961 a letter to Mr. Jaross, County Judge of Washington County, concerning the installation of traffic signals at the intersection of the Beaverton-Hillsdale Highway and Shattuck Road, west of Portland. As the location mentioned involves a State highway, your letters were referred to the State Highway Engineer for investigation.

At the Highway Commission meeting on March 10, Mr. W. C. Williams, State Highway Engineer, reported that the investigation had been completed, and the facts disclosed indicated that a traffic signal should be installed.

I am sure that you will be glad to know that the Commission approved the installation of a fully actuated traffic signal at the intersection mentioned above.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FC:mb
CC: Hon. Joe A. Jaross
Mr. W. J. Weller
Mr. H. B. Higgins

RECEIVED
MAR 2 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 1, 1961

Mr. Julius Burgert
5706 S.W. 53rd Avenue
Portland 1, Oregon

Dear Mr. Burgert:

This will acknowledge your letter of February 9, last, with regard to the traffic situation at the intersection of Shattuck Road and Beaverton Hillsdale Highway and the need for a traffic signal at this intersection.

We have just recently reviewed this matter and a recommendation is being made to the Highway Commission that a signal installation be authorized at the subject intersection.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By
Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

FBC/tln
bc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
MAR 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1961
FOR FILING

26-1621

5922

February 17, 1961

Oregon State Highway Commission

Gentlemen:

We have received requests from Mr. Albert Streiff, 5747 Boundary Street, Portland; Mr. H. B. Higgins, Real Estate Department, Albertsons' Inc., Boise, Idaho; and Mr. W. J. Weller, Traffic Engineer, City of Portland, for the installation of traffic signals at the intersection of the Beaverton-Hillsdale Highway and Shattuck Road west of Portland.

Investigation discloses that the accident record at this intersection has been relatively high and that more than 50 per cent of the reported accidents have been of a type which might have been prevented by traffic signals. The traffic volumes at this intersection exceed the minimum warrants for the installation of signals.

Based upon the facts quoted above, it is recommended that a two-phase, fully actuated traffic signal be installed at the intersection of the Beaverton-Hillsdale Highway and Shattuck Road at an estimated cost of $10,000. There are sufficient funds provided in the 1961 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover the cost of this work.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc G. S. Paxson
F. B. Crandall
C. H. Maison
A. E. Johnson
P. M. Stephenson - This Completes PMS 974

VPJ:njc ms

RECEIVED
[illegible] 1961
FOR FILING

26-1621

5922

DEPARTMENT OF PUBLIC WORKS
WILLIAM A. BOWES
COMMISSIONER

1851

CITY OF PORTLAND
OREGON

BUREAU OF TRAFFIC ENGINEERING
W. J. WELLER
TRAFFIC ENGINEER

OFFICE ADDRESS: 420 S. W. MAIN ST.
MAILING ADDRESS: CITY HALL

REFERRED TO
Paxson
[illegible]

February 3, 1961

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

ATTN: F. B. Crandall

Dear Mr. Williams:

Although the intersection of S.W. Beaverton-Hillsdale Highway and Shattuck Road is not within the city limits of Portland, this office has received several suggestions for relieving the accident hazard which may be present at this location.

It has been suggested to those who have appealed to us that they write to your office with the explanation that we do not have this location under our jurisdiction.

It is my personal observation, however, that great numbers of people are attending sports events and the recreational facilities developed by the Alpenrose Dairy, and that a study should be made of this intersection.

Yours very truly,

W. J. Weller
W. J. WELLER
Traffic Engineer

WJW:jf
cc: Henry Cadonau
Alpenrose Dairy

NOTED
ASS'T TRAFFIC ENGR.

RECEIVED
FEB - 7 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 14 1961
TRAFFIC ENGINEERING

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 3, 1961

SUBJECT: Request for Traffic Light
Beaverton-Hillsdale Highway
at Shattuck Road

To: F. B. Crandall
Traffic Department

Enclosed is a letter from Albertson's, Inc, together with copies of a letter from B. P. Huntley, D M S.

Albertson's, Inc., who have a shopping center at this intersection, are requesting a traffic actuated signal at this location.

Recently we met with Mr. Higgins regarding the installation of a new shopping center on Barbur Blvd. and the subject of a traffic light at the subject location was brought up. I explained to Mr. Higgins that our Traffic Department had made two investigations of the same request during the latter months of 1960, and in both cases determined that a traffic light was not warranted. Mr. Higgins apparently feels that traffic conditions have changed since that time and feels that a traffic light is warranted.

This office has also been contacted by several other parties during the last month and I believe their action has been motivated by a fatal accident during December involving a car and a pedestrian, but which did not occur at the intersection.

This request is forwarded to you for further action and a reply to Mr. Higgins.

Original Signed by A. E. Johnson
A. E. JOHNSON
Division Engineer

AEJ:pc
cc: B. P. Huntley
Enc.

RECEIVED
FEB 6 1961
TRAFFIC ENGINEERING

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
February 1961

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Beaverton-Hillsdale Highway
at Shattuck Road
ORE10 - Hwy. No. 40 - M.P. 3.99

Recommendation:

As a result of this investigation it is recommended that a two phase, fully actuated traffic signal be installed at the intersection of the Beaverton-Hillsdale Highway and Shattuck Road. The installation is estimated to cost $10,000.

Historical Background:

Some two years ago this section of highway was widened to four lanes. This investigation and report is in response to a request from Mr. Albert Streiff, 5747 Boundary St., Portland; Mr. H. B. Higgins, Real Estate Dept., Albertson's Inc., Boise, Idaho; and Mr. W. J. Weller, Traffic Engineer of the City of Portland.

Investigation:

The Beaverton-Hillsdale Highway at this point is four lanes in width with a jiggle-bar median and left turn refuges for those vehicles making the left turn movement off of the highway. The indicated speed on this section of highway is 45 MPH. The intersection is illuminated, and those vehicles entering the intersection from Shattuck Road are required to stop before entering.

A 16-hour vehicle and pedestrian count was taken at this intersection on Thursday, January 19, 1961. The total vehicles entering the intersection was 13,462 with 1803 vehicles, or 13% of the total, entering from Shattuck Road. During the 16-hour period of count, 30 pedestrians crossed the Beaverton-Hillsdale Highway. The left turn movements off the Beaverton-Hillsdale Highway represent a very small proportion of the total traffic on the highway.

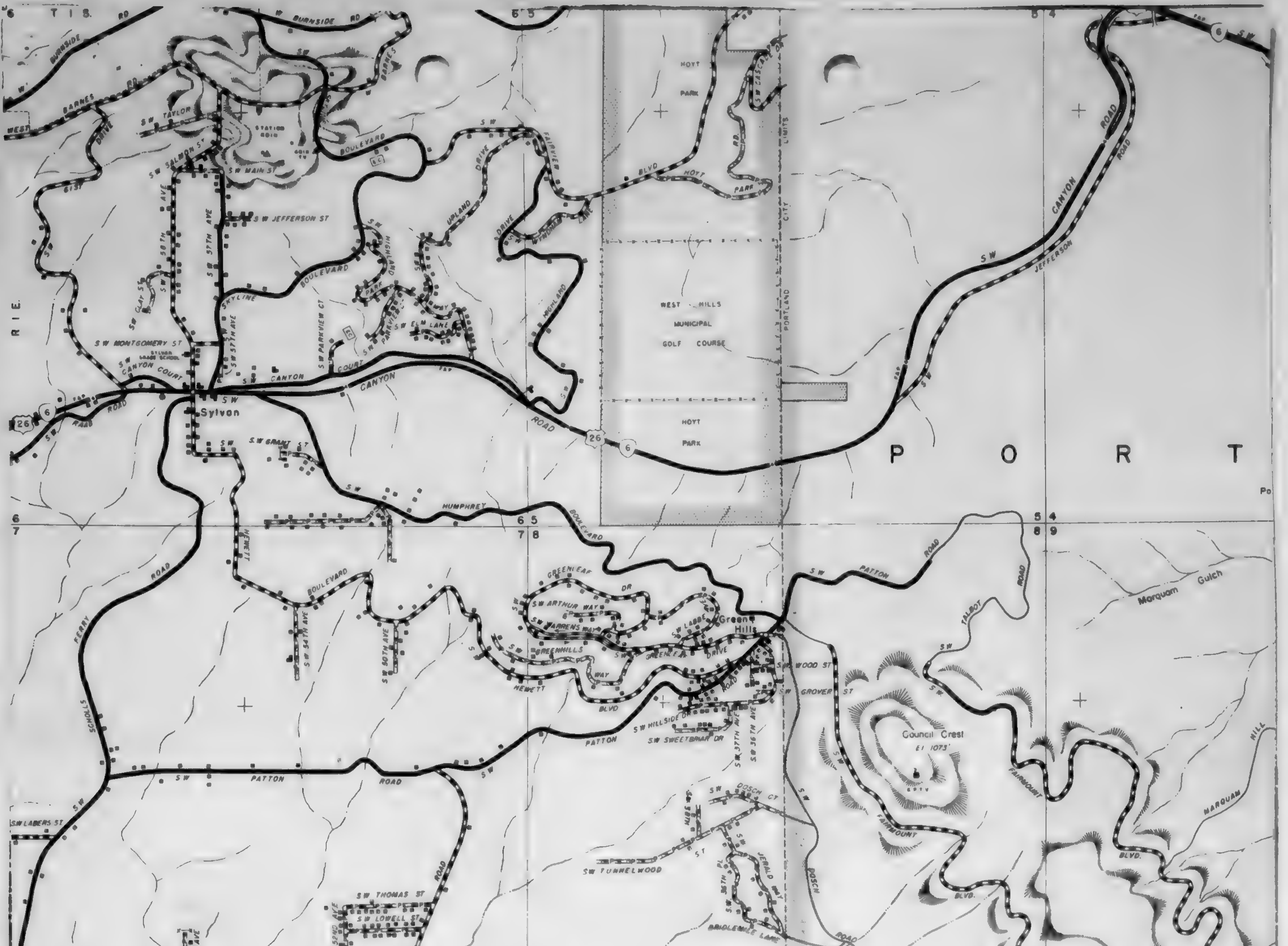
During the period from January 1, 1955 to November 30, 1960, there were 23 reported accidents at this intersection. 14 persons were injured, and there were no fatalities. 14 of the accidents were of a type that might have been prevented by traffic signals. This is a relatively high proportion of preventable type accidents.

In the following table conditions at this intersection are compared with the standard warrants for the installation of traffic signals at urban intersections. Although this intersection is outside the corporate limits of any city, traffic conditions are such that the urban warrants apply.

Item	Shattuck Road	Minimum Warrant
Total Volume Warrant:		
Average Hourly Total Volume (Max. 8 hrs.)	981	750
Average Hourly Cross-Street Volume (Max. 8 hrs.)	136	175
Pedestrian Warrant:		
Average Hourly Ped. Volume Across Main St. (Max. 8 hrs.)	3	250
Average Hourly Veh. Volume on Main St. (Max. 8 hrs.)	762	600
Interruption of Continuous Traffic Warrant:		
Average Hourly Veh. Volume on Main St. (Max. 8 hrs.)	840	750
Average Hourly Combined Volume Across Main St. (Max. 8 hrs.)	137	75
Accident Warrant:		
Preventable Accidents (Last 12 months)	3	5

As can be seen from the table, the total volume warrants is very closely approached and the interruption of traffic warrant is exceeded by a considerable margin. Based upon this fact and the relatively high proportion of preventable accidents, it is recommended that a two phase, fully actuated traffic signal be installed at this intersection at an estimated cost of $10,000. Because of the relatively low volumes using the left turn refuge it is not believed that three phase operation is necessary.

VPJ:njc



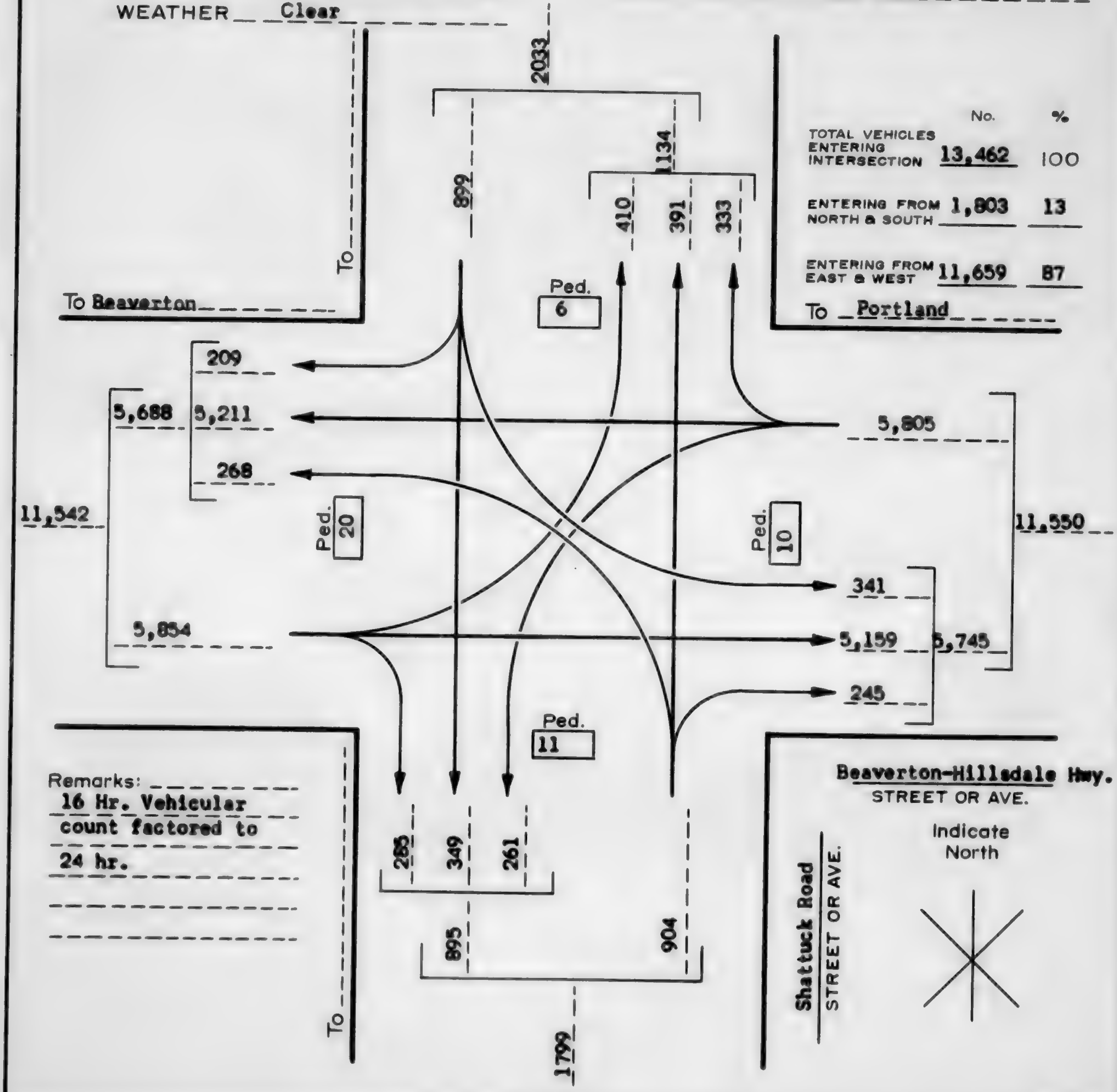
LEGEND

SEC.	36	T.1N.	R.1
SEC.	31-32-33-34	T.1N.	R.1
SEC.	3-4-5-6-7-8-9-10-15-16 17-18	T.1S.	R.1

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE January 19, 1961
DAY OF WEEK Thursday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 A.M. - 10 P.M.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 A.M. - 10 P.M.
WEATHER Clear

CITY OF
INTERSECTION OF Beaverton-Hillsdale Hwy.
AND Shattuck Road
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	13,462	100
ENTERING FROM NORTH & SOUTH	1,803	13
ENTERING FROM EAST & WEST	11,659	87

Remarks:
16 Hr. Vehicular count factored to 24 hr.

Beaverton-Hillsdale Hwy.
STREET OR AVE.

Shattuck Road
STREET OR AVE.

Indicate North

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date January 19, 1961
Day of week Thursday
Hours counted 6 A.M. - 10 P.M.
Weather Clear
Classification All Vehicle

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL				
A. M.	6:00– 7:00	9	3		4	1	13	163	127	3	16	1	18	358	57	16	301	84
	7:00– 8:00	26	17	8	16	8	65	370	520	13	25	8	13	1089	145	13	944	87
	8:00– 9:00	30	10	16	20	15	31	318	398	11	12	11	13	885	117	13	768	87
	9:00–10:00	16	14	11	10	8	20	265	234	14	14	6	13	625	82	13	543	87
	10:00–11:00	14	18	4	27	12	18	270	243	11	10	15	12	654	70	11	584	89
	11:00–12:00	14	23	12	22	16	20	256	296	11	8	9	13	700	83	12	617	88
P. M.	12:00– 1:00	18	11	10	22	19	13	264	260	10	17	26	15	685	92	13	593	87
	1:00– 2:00	14	18	9	18	12	14	241	242	31	12	16	9	636	70	11	566	89
	2:00– 3:00	20	22	11	31	20	21	298	256	23	21	15	14	752	107	14	645	86
	3:00– 4:00	26	30	20	38	24	32	383	382	24	26	26	21	1032	149	14	883	86
	4:00– 5:00	36	39	22	40	41	18	536	535	22	21	25	19	1354	157	12	1197	88
	5:00– 6:00	32	40	29	42	81	30	525	398	27	14	27	18	1263	204	16	1059	84
	6:00– 7:00	23	28	13	31	27	28	268	284	11	12	21	24	770	127	16	643	84
	7:00– 8:00	11	11	11	19	11	20	231	216	11	6	24	24	595	83	14	512	86
	8:00– 9:00	10	11	7	24	12	8	178	153	5	4	18	9	439	50	11	389	89
	9:00–10:00	11	8	7	9	10	4	171	146	10	5	11	9	401	46	11	355	89
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total		341	333	209	410	349	391	5211	5159	261	245	285	268	13462	1803	13	11659	87
.....-Hour total																		
16 Hour total		310	303	190	373	317	355	4737	4690	237	223	259	244	12238	1639	13	10599	87
Control																		
Factor																		

Tabulate
Compute

Shattuck Road St. is North and South

Beaverton-Hillsdale Highway St. is East and West

Checke
Checke

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of

Intersection Beaverton-Hillsdale Hwy. & Shattuck Rd.

Station number

Code number

Classification All Vehicle

								SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
16	1	18	358	57	16	301	84								
25	8	13	1089	145	13	944	87								
12	11	13	885	117	13	768	87								
14	6	13	625	82	13	543	87								
10	15	12	654	70	11	584	89								
8	9	13	700	83	12	617	88							1	
17	26	15	685	92	13	593	87							5	2
12	16	9	636	70	11	566	89							1	1
21	15	14	752	107	14	645	86							1	
26	26	21	1032	149	14	883	86					1	3		1
21	25	19	1354	157	12	1197	88					2	2	5	7
14	27	18	1263	204	16	1059	84					1		2	
12	21	24	770	127	16	643	84					1	4	4	
6	24	24	595	83	14	512	86					1	1	1	
4	18	9	439	50	11	389	89								
5	11	9	401	46	11	355	89								
245	285	268	13462	1803	13	11659	87	2033	11550	1799	11542				
223	259	244	12238	1639	13	10599	87	1848	10500	1635	10493	6	10	20	11

South

West

Tabulated by

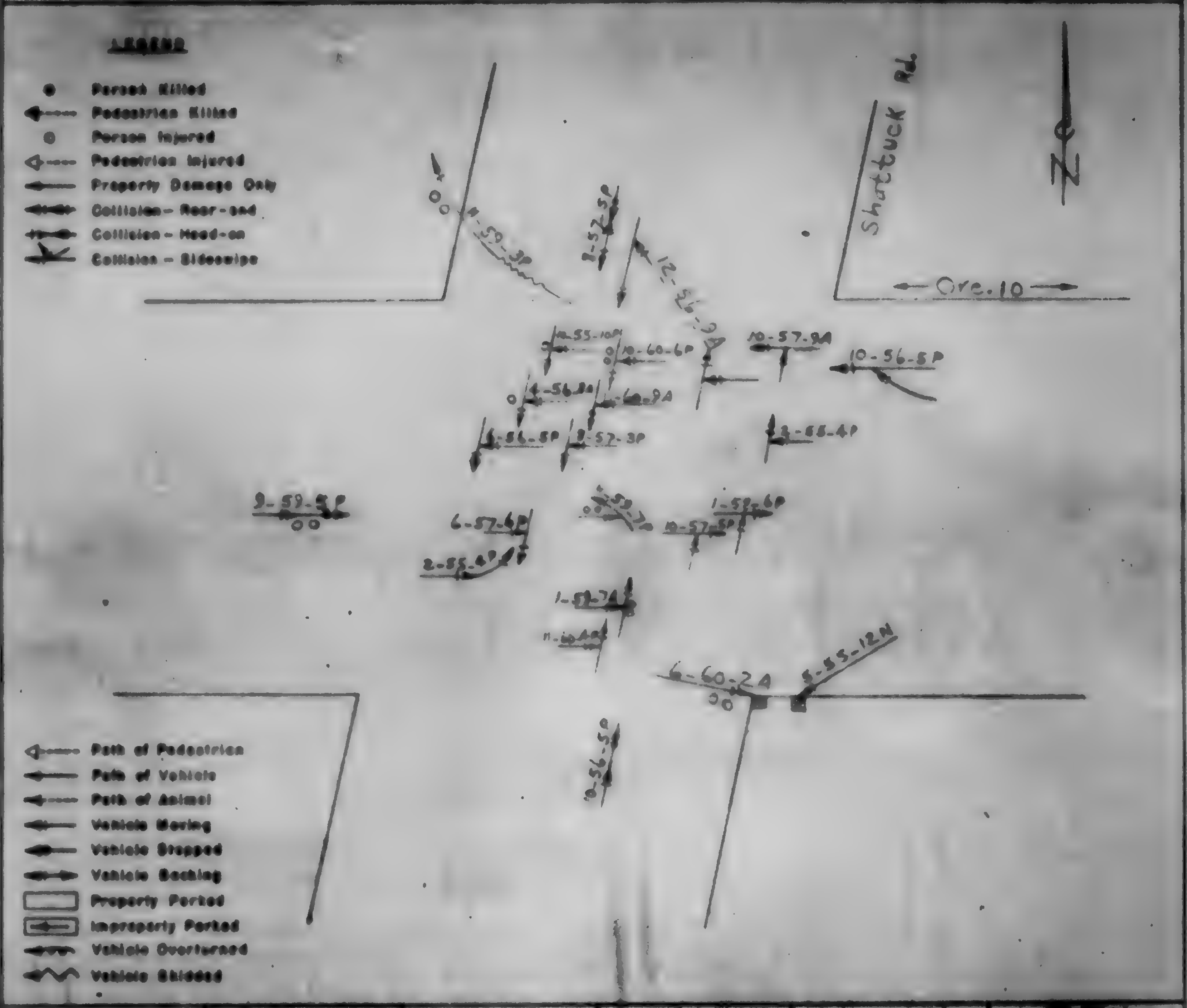
Computed by

Checked by

Checked by

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

W. of Portla County Multnomah
Intersection of Ore. 10 and Shattuck Rd.
Highway Number 40 M.P. 2.99
Period Covered 1-1-55 To 11-30-60
Compiled by C. S. Drawn by ______ Date 1-11-61



Collision Type	1955 - 1956				1957 - 1958				1959				11 Mos. 1960				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle		2	3	5			5	5		1		1		1	2	3		4	10	14
Head-on																				
Rear-end			2	2						1		1						1	2	3
Sideswipe																				
Turning Movement			1	1						1		1						1	1	2
Parking																				
Non-collision										1		1						1		1
Fixed Object			1	1										1		1		1	1	2
Pedestrian																				
Backing							1	1											1	1
Misc.																				
TOTAL		2	7	9			6	6		4		4		2	2	4		8	15	23

1955-
1956-

1957-5
1958-1

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 31, 1961

SUBJECT: Request for Traffic Light
Beaverton-Hillsdale Highway

To:
Mr. A. E. Johnson
Division Engineer
OFFICE

Enclosed herewith is a letter from Mr. Higgins, of Albertson's, Inc., requesting that we re-investigate the intersection of Shattuck Road with the Beaverton-Hillsdale Highway as to the need of a traffic light at this intersection.

Mr. Higgins' letter is a little misleading, in that he states that I indicated a written request for a traffic light might be valuable to me. I did remark to Mr. Higgins that if Albertson's Inc., felt that a traffic light was essential at this intersection, they could write me a letter stating their requests, and I would forward it through the regular channels to our Salem office.

Our Traffic Department has made several investigations at this intersection, and I believe Albertson's, Inc., letter should be forwarded to their Department for possible further investigation.

B P Huntley
B. P. Huntley
District Maintenance Superintendent

BPH:mo

Enclosure

RECEIVED
FEB 6 1961
TRAFFIC ENGINEERING

24-1631
5922

Albertson's Inc.

BOISE, IDAHO

January 24, 1961

Mr. George Huntley
State of Oregon
State Highway Department
2131 S. W. Scholls Ferry Rd.
Portland, Oregon

RE: Beaverton-Hillsdale Highway
and Shattuck Rd. - Portland

Dear Mr. Huntley:

You will recall that we have had several conversations in the past regarding the installation of a stop light at the intersection of Beaverton-Hillsdale Highway and Shattuck Road. During our last meeting at the Barbur Blvd. property you indicated that a written request for a light might be valuable to you.

We feel that the installation of an automated traffic light at the intersection would be most helpful in smoothing the flow of traffic and eliminating a dangerous hazard from people entering and leaving our parking lots at that intersection. While we concur that there have been no serious accidents to this moment, as a direct result of our activities at that intersection, the combination of the fast highway and the congestion attendant upon traffic created by our operation may well result soon in a very serious and costly accident for all concerned.

In line with this, we respectively request that your investigation be continued and that a traffic actuated light be installed at this intersection as soon as practicable.

Thank you very much for your courtesy and the fine cooperation we have received from your office over the past two years. It is a genuine pleasure to work with a progressive State Highway Department.

Very truly yours,

ALBERTSON'S, INC.

H. B. Higgins
Real Estate Department

RECEIVED
FEB 6 1961
TRAFFIC ENGINEERING

FORM E-30 50M 2-60 26116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1961

SUBJECT: Complaint of Hazardous Intersection Shattuck Road and Beaverton-Hillsdale Highway #40 Albert Streiff

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer

We submit herewith a letter dated January 5, 1961, from Albert Streiff, 5747 S.W. Boundary Street, Portland 1, Oregon, concerning subject hazardous intersection and a letter of transmittal dated January 11, 1961, from Joe A. Jaross, County Judge, Washington County Court, Hillsboro, Oregon.

We suggest that this matter be referred to the Traffic Division for study and their recommendation.

John A. Phillips
John A. Phillips
Assistant Maintenance Engineer

JAP:jre
Enclosure

cc: Joe A. Jaross
County Judge
Washington County Court

RECEIVED
JAN 16 1961
TRAFFIC ENGINEERING

RECEIVED
[illegible]
OFFICE OF
[illegible] ENGINEER

[illegible]

County Judge
JOE A. JAROSS

WASHINGTON COUNTY
COUNTY COURT
HILLSBORO, OREGON

January 11, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Safety Division

Gentlemen:

I am forwarding a citizen's letter for your scrutiny and request your safety division to make the necessary survey.

Please inform the Washington County Court accordingly. Thank you kindly.

Sincerely yours,

Joe A. Jaross

Joe A. Jaross
County Judge

JAJ:pb

Enc.

5776

5747 S.W. Boundary St.,
Portland 1, Oregon,
Jan. 5, 1961.

Mr. Jaross,
County Judge of Washington County,
Court House,
Hillsboro, Ore.

Dear Judge Jaross:

I am writing this letter to enlist your aid in getting the Oregon State Highway Department to install a Stop Light and Signal System at the intersection of Shattuck Road and the Hillsdale-Beaverton Highway, similar to the one installed at the intersection of the Scholls Ferry Road and the Hillsdale-Beaverton Highway.

I am soliciting your support because thousands of Washington County citizens travel this highway daily to and from work, and might easily become a traffic victim. I honestly believe this intersection is one of the most dangerous crossings in the State of Oregon. I assure you I am not the only one who entertains this opinion.

I finally reached the stage where brooding over the problem induced me to write a letter to the County Commissioners about this danger and begged them to use their official [illegible] to correct the situation. About six days later I received their reply stating they had no jurisdiction in the matter and they were sending my request to the State Highway Department. To date I have received no advices relating thereto from the Highway Department.

What a coincidence! The very day I received the reply from the Multnomah County Commissioners a man, a resident of Portland, was struck near this intersection, on the highway, hurled about 10 feet into the air, and when the ambulance arrived at the St. Vincent Hospital he was pronounced dead. Maybe you read about the incident.

It so happened that my good wife was taking her sister and some neighbors to a party and was just crossing the highway when the accident happened. My wife was watching traffic and did not see the accident, but her passengers did see it, as the victim was hurled into the air.

Early in life I became convinced it was the duty and right of every human being to help his fellow-man and has been my guide the best part of my life, especially so when taking part in public affairs, which accounts for my effort to gain support in this humanitarian effort. I tell my friends, who feel I am over-zealous at times "that he who has saved one life has saved the world." This is surely true for the one who is saved.

I feel you will be pleased to write the Highway Department and ask for this necessay improvement. Maybe it will save the life or lives of residents of Washington County, or who knows maybe the life of one near and dear to either one of us.

Sincerely yours,

Albert Streiff

Albert Streiff

26-1621
5422

COMMISSIONERS
M. JAMES GLEASON
AL. L. BROWN
JACK BAIN

COUNTY OF MULTNOMAH

1854

BOARD OF COUNTY COMMISSIONERS

COUNTY COURTHOUSE
PORTLAND 4, OREGON

REFERRED TO
Paxson
By State Highway Engineer

December 30, 1960

REFERRED TO
W. C. Williams
BY SECRETARY

Oregon State Highway Commission
Salem, Oregon

Mr. Albert Streiff
5747 SW Boundary Street
Portland 1, Oregon

Dear Sirs:

Be it remembered, that at a meeting of the Board of County Commissioners held December 29, 1960, the following action was taken:

Req Albert Streiff that stop signals be installed at)
intersec Shattuck Road & Beaverton-Hillsdale)
Highway)

ORDERED referred to the Oregon State Highway Commission for attention as Multnomah County has no jurisdiction in this instance.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS

By [illegible] R. Gloss
Clerk of Board

DD
Enc. 1 - St Hwy Com

NOTED
ASS'T TRAFFIC ENGR.

RECEIVED
JAN 3 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 4 1961
TRAFFIC ENGINEERING

RECEIVED
JAN 3 1961
[illegible]
[illegible] ENGINEER

Dec. 27, 1960

Board of County Commissioners
County Courthouse
Portland 4, Oregon

Gentleman:

I live at 5747 S.W. Boundary St. near where Shattuck Road & Beaverton-Hillsdale Highway intersect.

Account the very heavy travel developing on the Beaverton-Hillsdale Highway this intersection has become an extra hazardous crossing, and if no Stop Signals are installed there some day some good, law abiding people will surely be killed there.

Certainly, in this day and age when we are kind-hearted enough to expend Billions for the safety of citizens of foreign lands, we ought to be able to spare some funds for the safety of our neighbors and citizens.

Respectfully Submitted

Albert Streiff

RECEIVED
OCT [illegible] 1960
FOR FILING
26-1621
5922

October 17, 1960

Mrs. Earl Mitchell
5511 S.W. Illinois
Portland, Oregon

Dear Mrs. Mitchell:

On August 25 you wrote to us in regard to traffic conditions at the intersection of the Beaverton-Hillsdale Highway and Shattuck Road west of Portland. This intersection has been made the subject of an investigation during which our representative was unsuccessful in an attempt to contact you.

Investigation reveals that during the period from January 1, 1958 to July 31, 1960, there were six reported accidents at this intersection. Only three of the accidents were of a type that might have been prevented by traffic signals. Traffic counts reveal that although the volume on the Beaverton-Hillsdale Highway is relatively high, the Shattuck Road volume is not sufficiently high to meet the standard warrant for the installation of traffic signals. Inasmuch as this intersection is channelized with standard left-turn refuges, there should be less hazard here than at a standard intersection on a four-lane highway.

Based upon the results of the investigation, it is not believed that the installation of traffic signals is warranted at the Shattuck Road intersection.

Your interest in traffic matters is appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc: W. C. Williams
F. B. Crandall
A. E. Johnson
VPJ:bf ms

26-11-21
5922

FORM E-90X 900 2-60 30110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1960

SUBJECT: Intersection Investigation
Beaverton-Hillsdale Highway at Shattuck Road
ORE10 - Hwy. No. 40 - M.P. 3.99

To: Robert D. Conklin
Traffic Investigation Engr.
Office

Attached are two copies of a report recommending denial of any improvements at the subject intersection.

On Monday, September 12, 1960, I attempted to contact Mrs. Earl Mitchell, but was unsuccessful. I determined from the neighbors that both she and her husband work during the day.

Glen L. Clark

Glen L. Clark
Sr. Traffic Investigator

GLC:jj
Attachment

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
October, 1960

REPORT OF INTERSECTION INVESTIGATION
Beaverton-Hillsdale Highway at Shattuck Road
ORE10 - Hwy. No. 40 - M.P. 3.99

Recommendation:

As a result of this investigation, it is recommended that the request for improvement of traffic conditions at the junction of the Beaverton-Hillsdale Highway, No. 40, at Shattuck Road, be denied.

Historical Background:

This section of highway was reconstructed to accommodate four lanes of through traffic with left turn refuges at major crossroads. This construction was completed on November 12, 1957.

This investigation and report is in response to a letter dated August 25, 1960, from Mrs. Earl Mitchell, requesting some improvements that would make crossing ORE10 less hazardous particularly during periods of foggy weather.

Investigation:

ORE10 and Shattuck Road form an acute cross type intersection. ORE10 has been channelized to provide four through lanes of traffic plus left turn lanes. Parking has been prohibited on the southerly side of ORE10. There is a large shopping center located in the northwest quadrant, service stations in the southwest and southeast quadrants and a residence in the northeast quadrant. Sight distance is in excess of 1,000 feet from the normal stop position to all lanes with the exception of the outside lane in the southwest quadrant which has 400 feet of sight distance. This sight distance is adequate considering the 45 MPH speed zone which is posted in this area considering the distance traveled by oncoming traffic and the time required to clear the critical lane of traffic. There are two luminaire units bracketing this intersection. Other physical features such as curbs and alignment are shown on the attached construction plan.

There were six reported accidents during the period from January 1, 1958 to July 31, 1960. There were no fatalities, but 10 persons were injured. There were two angle, and one each rear-end, turning, non-collision and fixed-object type collisions. A check of the weather conditions revealed that one accident occurred when the pavement was wet and none during icy or foggy conditions.

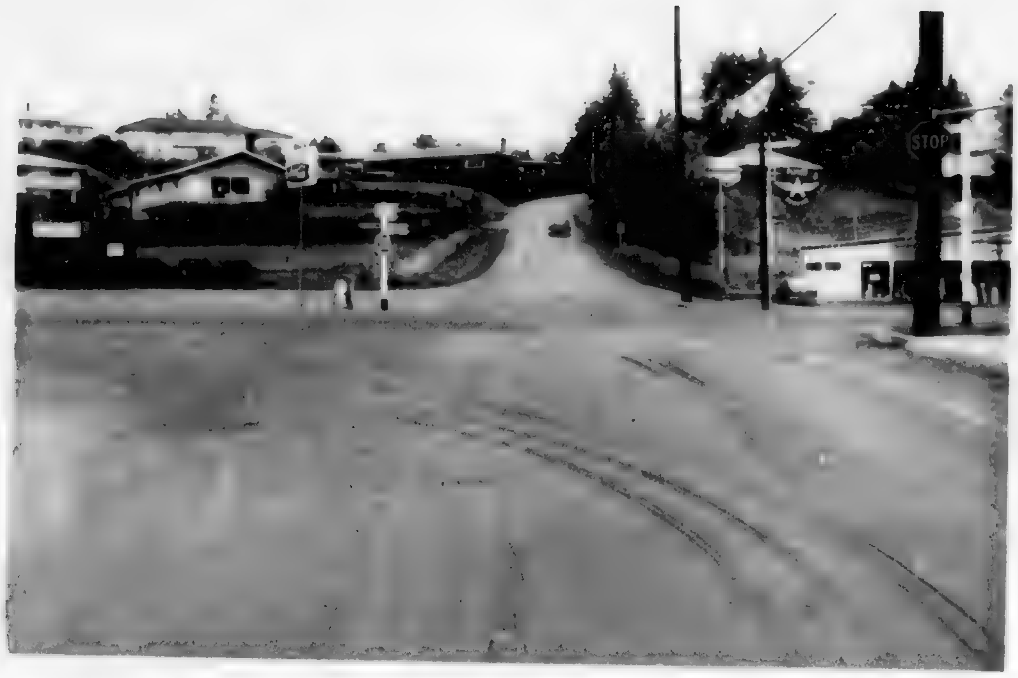
The 1959 ADT was 8,200 vehicles on ORE10. An automatic recorder count taken in May, 1958, revealed that there were 1,850 and 1,750 vehicles south and north, respectively on Shattuck Road. A manual turning movement count taken on Wednesday, November 13, 1957, after completion of the new construction gives an indication of the fluctuation of Shattuck Road traffic by hours of the day. As would be anticipated in the case of a residential traffic generator, the "to work" and "from work" traffic is present. Considering the minimum volume warrant for rural signalization requiring in excess of 125 vehicles per hour for any eight hours, it can be seen that this location would not meet this warrant.

A traffic signal at this location would tend to cause serious delay to ORE10 traffic and would probably increase the number of rear-end type accidents due to it being an isolated signal. The nearest signal is some 0.9 mile west of this intersection.

In summary, the crossing of any relatively high volume arterial with left turn refuges and four through lanes of traffic requires the undivided attention of drivers. The sight distance is good and ORE10 has a posted speed of 45 MPH. The number of accidents is low considering the traffic volume. The accidents reported did not occur during fog or adverse weather conditions. The delay and increase in the number of accidents which could be expected would not justify signalization or other consideration at this time. Therefore, the previously stated recommendation is made.

GLC:jj

SEP 60



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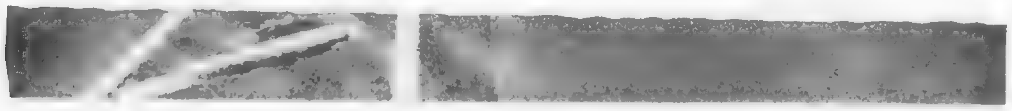
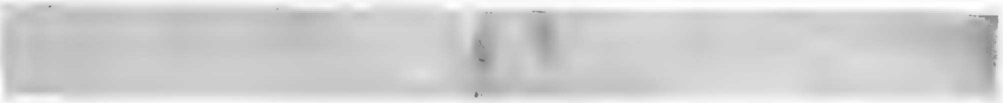


2



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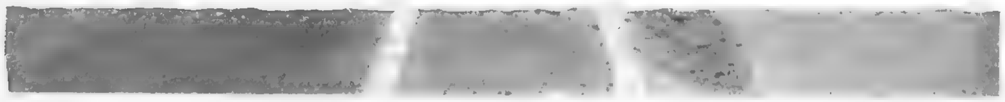
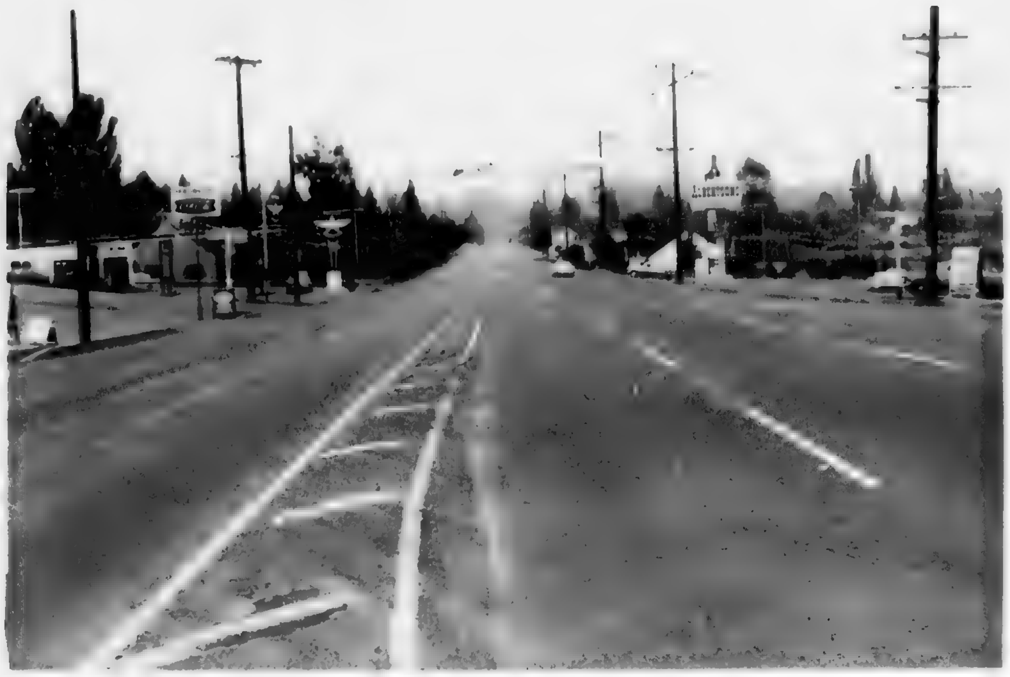


4

TYPICAL VIEWS

Beaverton-Hillsdale Hwy.-West of Portland

1. Looking south on Shattuck Road from 50 feet north of ORE10.
2. Looking west on ORE10 from 100 feet east of Shattuck Road.
3. Looking north on Shattuck Road from 75 feet south of ORE10.
4. Looking east on ORE10 from 125 feet west of Shattuck Road.

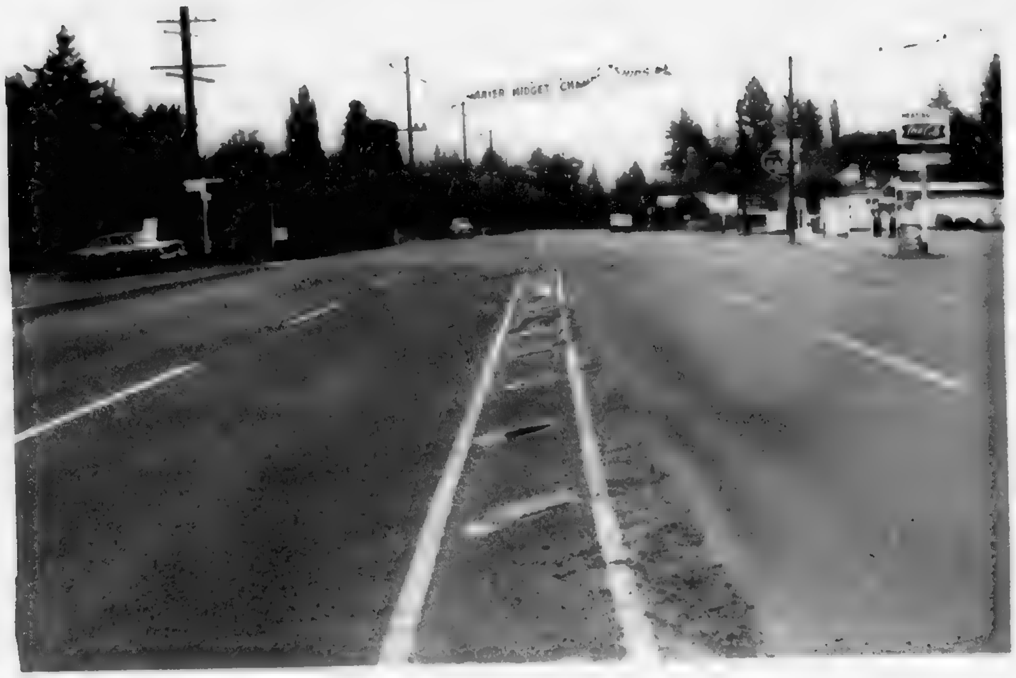


2

3

TYPICAL VIEWS
Beaverton-Hillsdale Hwy.-West of Portland

1. Looking south on Shattuck Road from 50 feet north of ORE10.
2. Looking west on ORE10 from 100 feet east of Shattuck Road.
3. Looking north on Shattuck Road from 75 feet south of ORE10.
4. Looking east on ORE10 from 125 feet west of Shattuck Road.



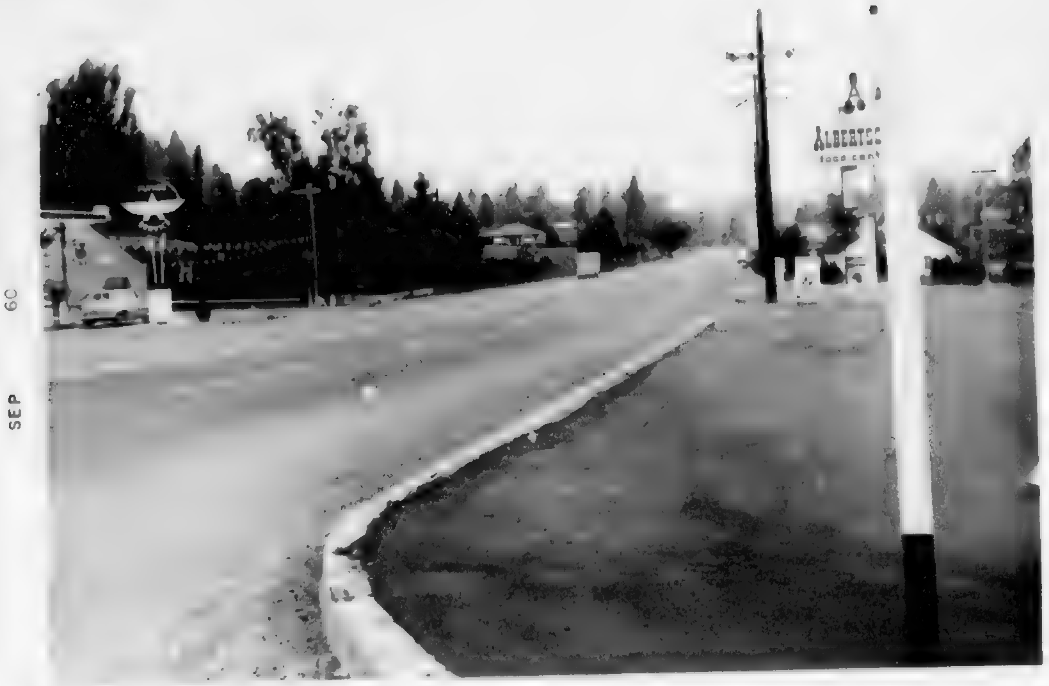
SEP 60

4

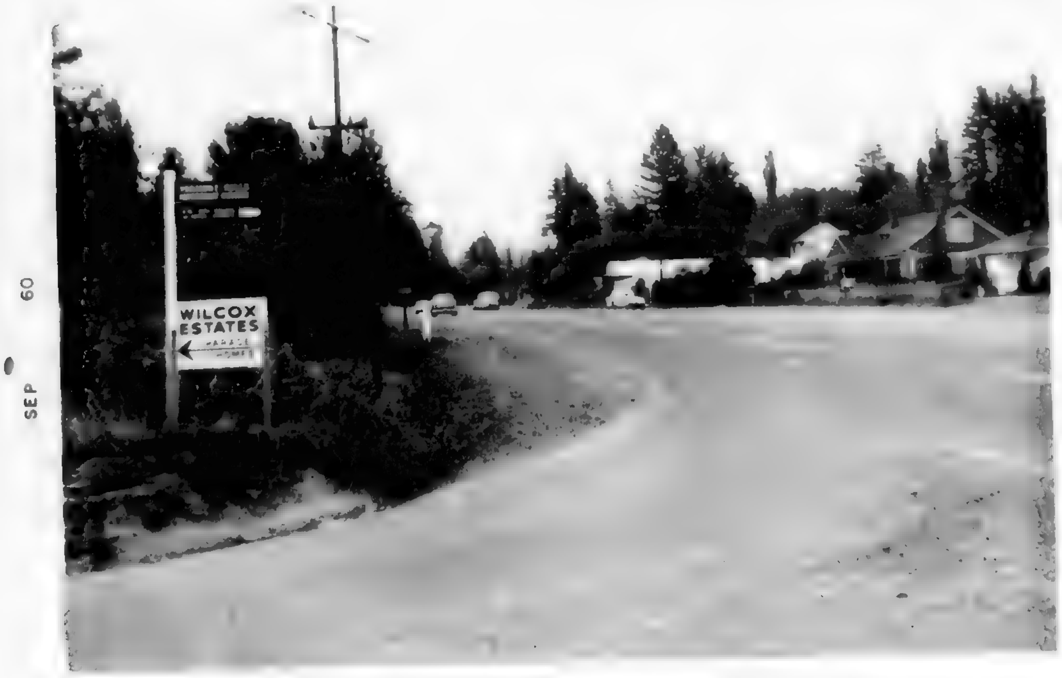
TYPICAL VIEWS

Beaverton-Hillsdale Hwy.-West of Portland

1. Looking south on Shattuck Road from 50 feet north of ORE10.
2. Looking west on ORE10 from 100 feet east of Shattuck Road.
3. Looking north on Shattuck Road from 75 feet south of ORE10.
4. Looking east on ORE10 from 125 feet west of Shattuck Road.



5



6

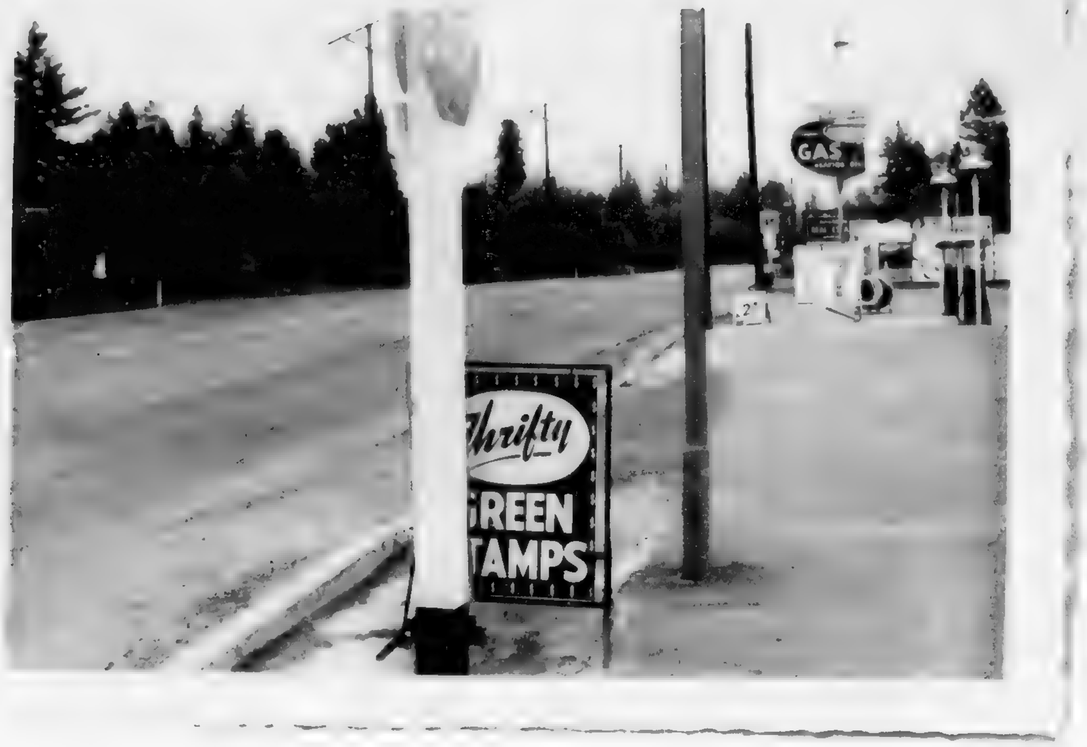
TYPICAL VIEWS (cont.)
Beaverton-Hillsdale Hwy.-West of Portland

5. Looking southwest on ORE10 from normal stop position on Shattuck Road.

6. Looking southeast on ORE10 from normal stop position on Shattuck Road.

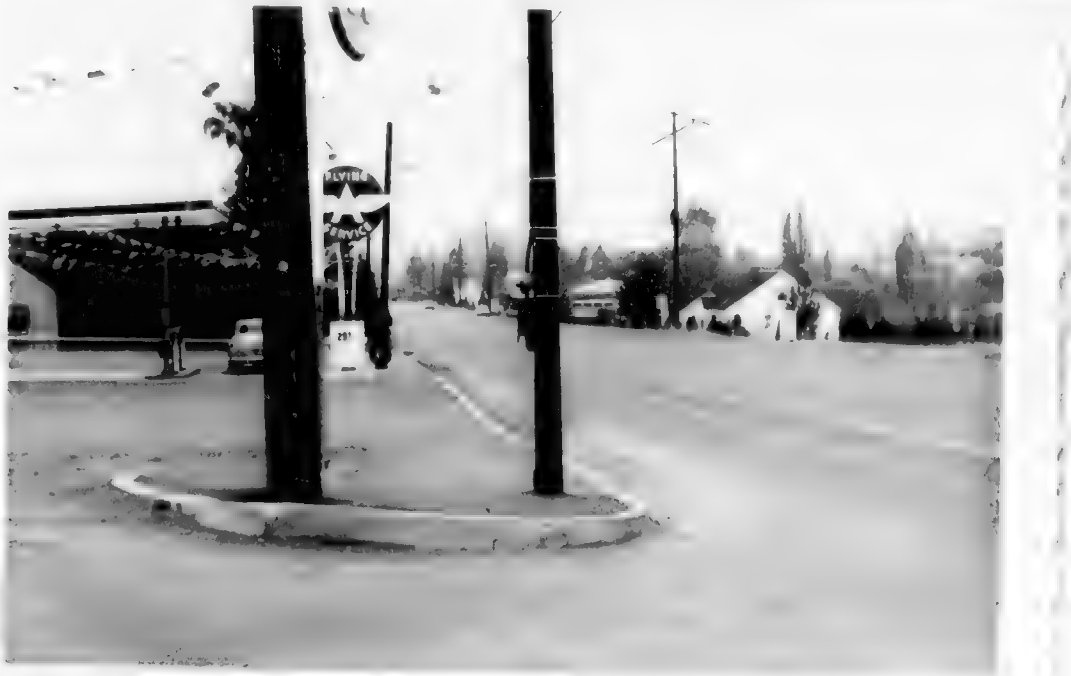
7. Looking northeast on ORE10 from normal stop position on Shattuck Road.

8. Looking northwest on ORE10 from normal stop position on Shattuck Road.



SEP 60

7



SEP 60

8

TYPICAL VIEWS (cont.)
Beaverton-Hillsdale Hwy.-West of Portland

5. Looking southwest on ORE10 from normal stop position on Shattuck Road.

6. Looking southeast on ORE10 from normal stop position on Shattuck Road.

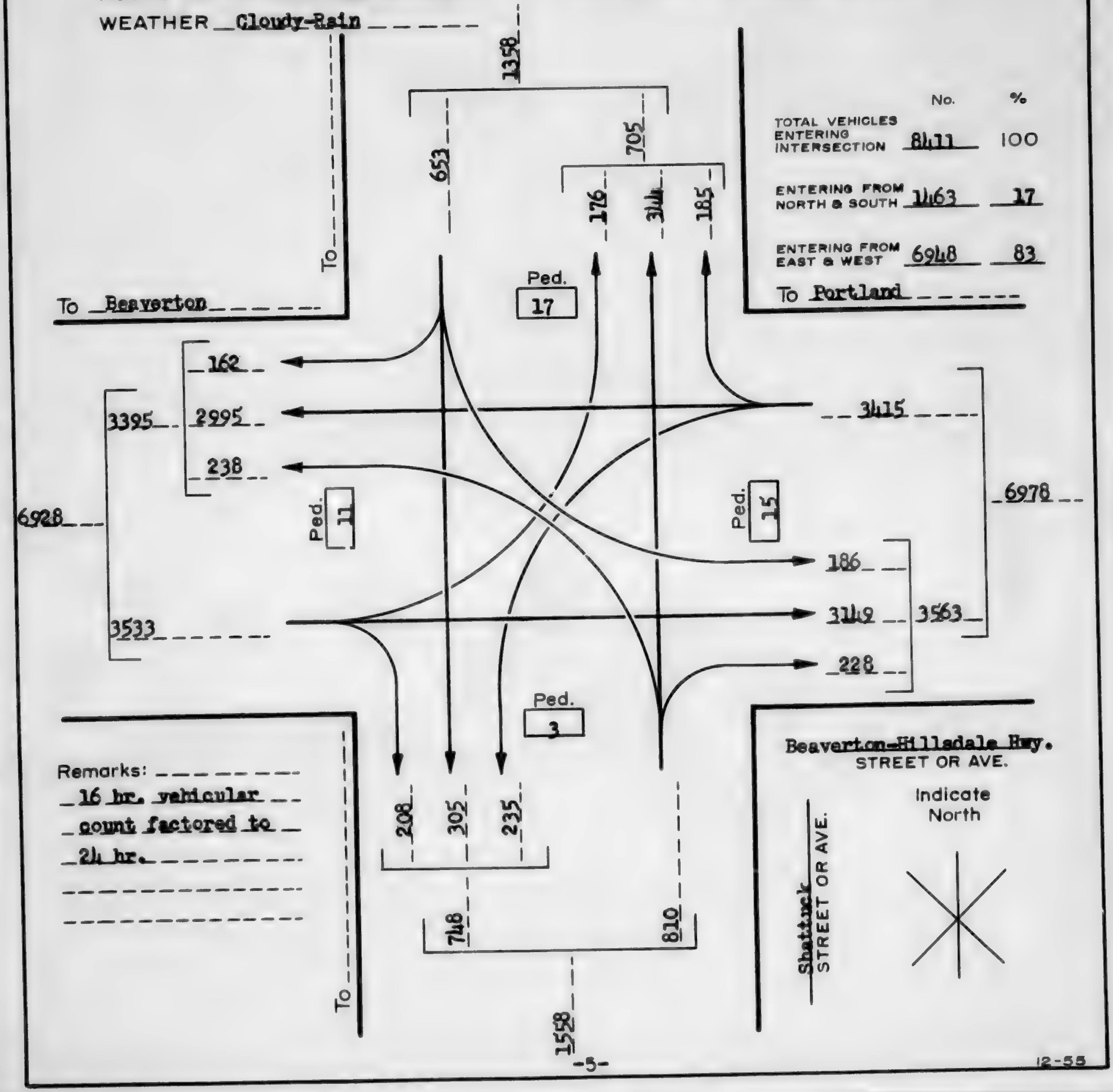
7. Looking northeast on ORE10 from normal stop position on Shattuck Road.

8. Looking northwest on ORE10 from normal stop position on Shattuck Road.

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Nov. 13, 1957
DAY OF WEEK Wednesday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6:00AM-10:00PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6:00AM-10:00PM
WEATHER Cloudy-Rain

CITY OF
INTERSECTION OF Beaverton-Hillsdale Hwy.
AND Shattuck Road
STATION NO.
CODE NO.
CLASSIFICATION All Vehicle



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	8411	100
ENTERING FROM NORTH & SOUTH	1463	17
ENTERING FROM EAST & WEST	6948	83

Remarks:
16 hr. vehicular
count factored to
24 hr.

12-55

Form E-46—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date November 13, 1957

Day of week Wednesday

Hours counted 6:00AM - 10:00PM

Weather Cloudy - Rain

Classification All Vehicles

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL			
A. M.	6:00– 7:00	3	3	1	1	3	10	58	106	1	14	3	6	209	37	18	172
	7:00– 8:00	16	12	8	22	8	83	190	347	14	16	10	11	737	142	19	595
	8:00– 9:00	19	18	12	22	24	44	182	228	14	25	8	14	610	138	23	472
	9:00–10:00	8	8	6	8	11	18	128	137	20	19	8	12	383	74	19	309
	10:00–11:00	4	10	8	8	8	11	144	156	5	11	9	16	390	58	15	332
	11:00–12:00	11	11	10	11	9	6	157	173	14	11	17	15	445	62	14	383
P. M.	12:00– 1:00	11	6	12	5	16	16	140	171	12	8	12	18	427	81	19	346
	1:00– 2:00	8	4	12	7	2	11	173	188	25	19	12	14	475	66	14	409
	2:00– 3:00	9	7	6	8	11	16	190	201	28	10	10	10	506	62	12	444
	3:00– 4:00	15	13	8	11	24	22	218	199	16	27	11	20	584	116	20	468
	4:00– 5:00	22	16	25	18	36	29	339	326	18	17	19	17	882	146	17	736
	5:00– 6:00	11	19	10	8	72	10	333	186	28	8	22	14	721	125	17	596
	6:00– 7:00	9	18	15	12	21	15	158	141	4	8	16	8	425	76	18	349
	7:00– 8:00	14	8	9	12	11	13	104	134	4	9	12	22	352	78	22	274
	8:00– 9:00	7	7	3	6	13	4	100	95	7		8	11	261	38	15	223
	9:00–10:00	2	8	2	1	8	5	109	75	4	5	12	8	239	30	13	209
	10:00–11:00																
	11:00–12:00																
A. M.	12:00– 1:00																
	1:00– 2:00																
	2:00– 3:00																
	3:00– 4:00																
	4:00– 5:00																
	5:00– 6:00																
24-Hour total .		186	185	162	176	305	344	2995	3149	235	228	208	238	8411	1463	17	6948
...-Hour total .																	
16-Hour total .		169	168	147	160	277	313	2723	2863	214	207	180	216	7646	1329	17	6317
Control . . .																	
Factor . . .																	

Shattuck Rd. St. is North and South

Beaverton-Hillsdale St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of ....

Intersection Beaverton-Hillsdale Hwy. & Shattuck Rd.

Station number ....

Code number ....

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	PEDESTRIANS USING CROSSWALKS East	PEDESTRIANS USING CROSSWALKS West	PEDESTRIANS USING CROSSWALKS South
14	3	6	209	37	18	172	82								
16	10	11	737	142	19	595	81							2	1
25	8	14	610	138	23	472	77					7	6		
19	8	12	383	74	19	309	81								
11	9	16	390	58	15	332	85								
11	17	15	445	62	14	383	86					1	1		
8	12	18	427	81	19	346	81								
19	12	14	475	66	14	409	86								
10	10	10	506	62	12	444	88								
27	11	20	584	116	20	468	80					3	5	5	1
17	19	17	882	146	17	736	83					2	2	3	1
8	22	14	721	125	17	596	83						1	1	
8	16	8	425	76	18	349	82					4			
9	12	22	352	78	22	274	78								
	8	11	261	38	15	223	85								
5	12	8	239	30	13	209	87								
228	208	238	8411	1463	17	6943	83	1358	6978	6928	1558				
207	189	216	7646	1329	17	6317	83	1234	6344	6208	1416	17	15	11	3

Tabulated by ....

Computed by ....

Checked by ....

Checked by ....

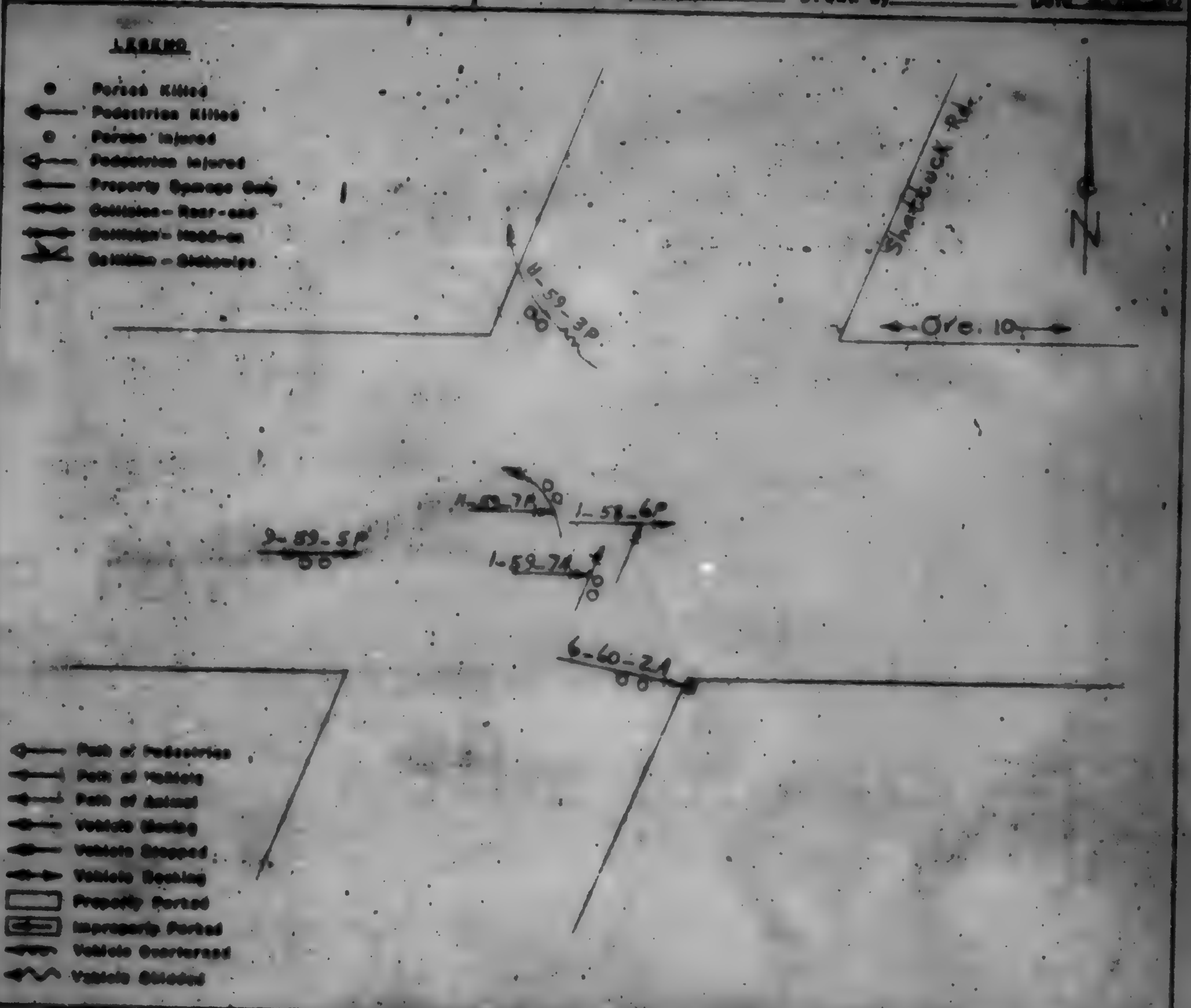
uth

est

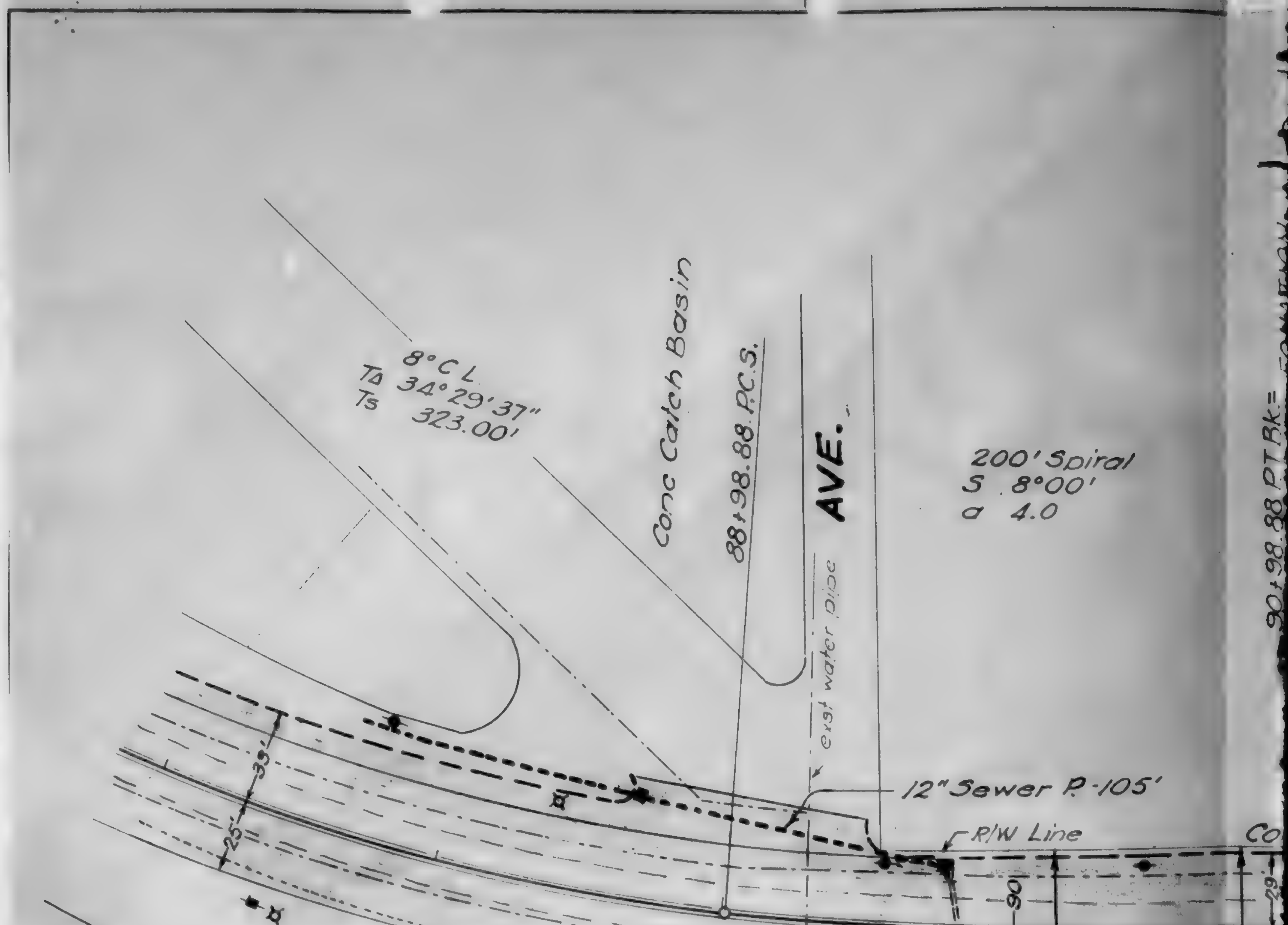
Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

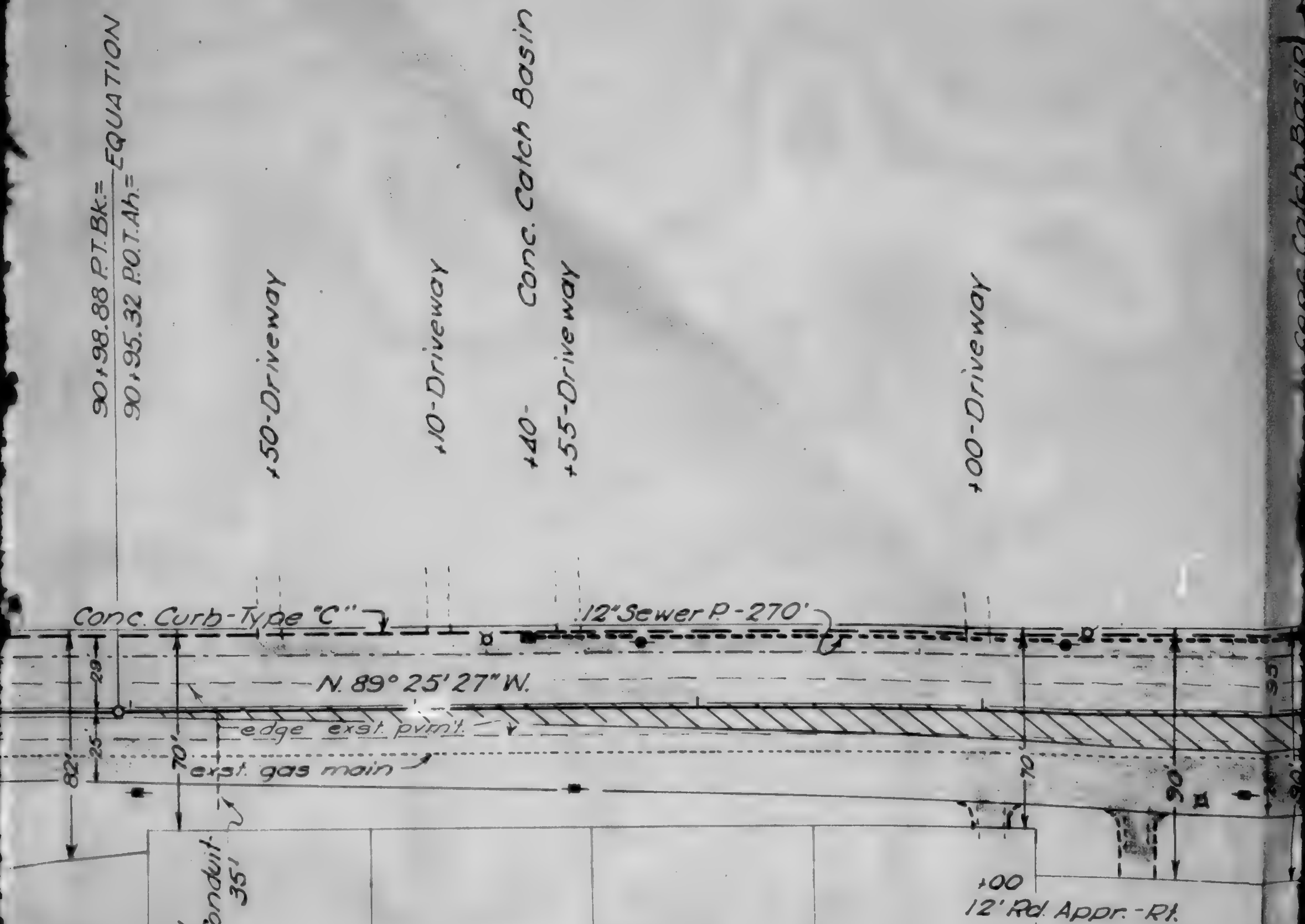
COLLISION DIAGRAM

City of ______ County Multnomah
Intersection of Ore. 10 and Shattuck Rd.
Highway Number 40 M.P. 3.99
Period Covered 1-1-58 To 7-31-60
Compiled by C. S. Drawn by ______ Date 8-14-60

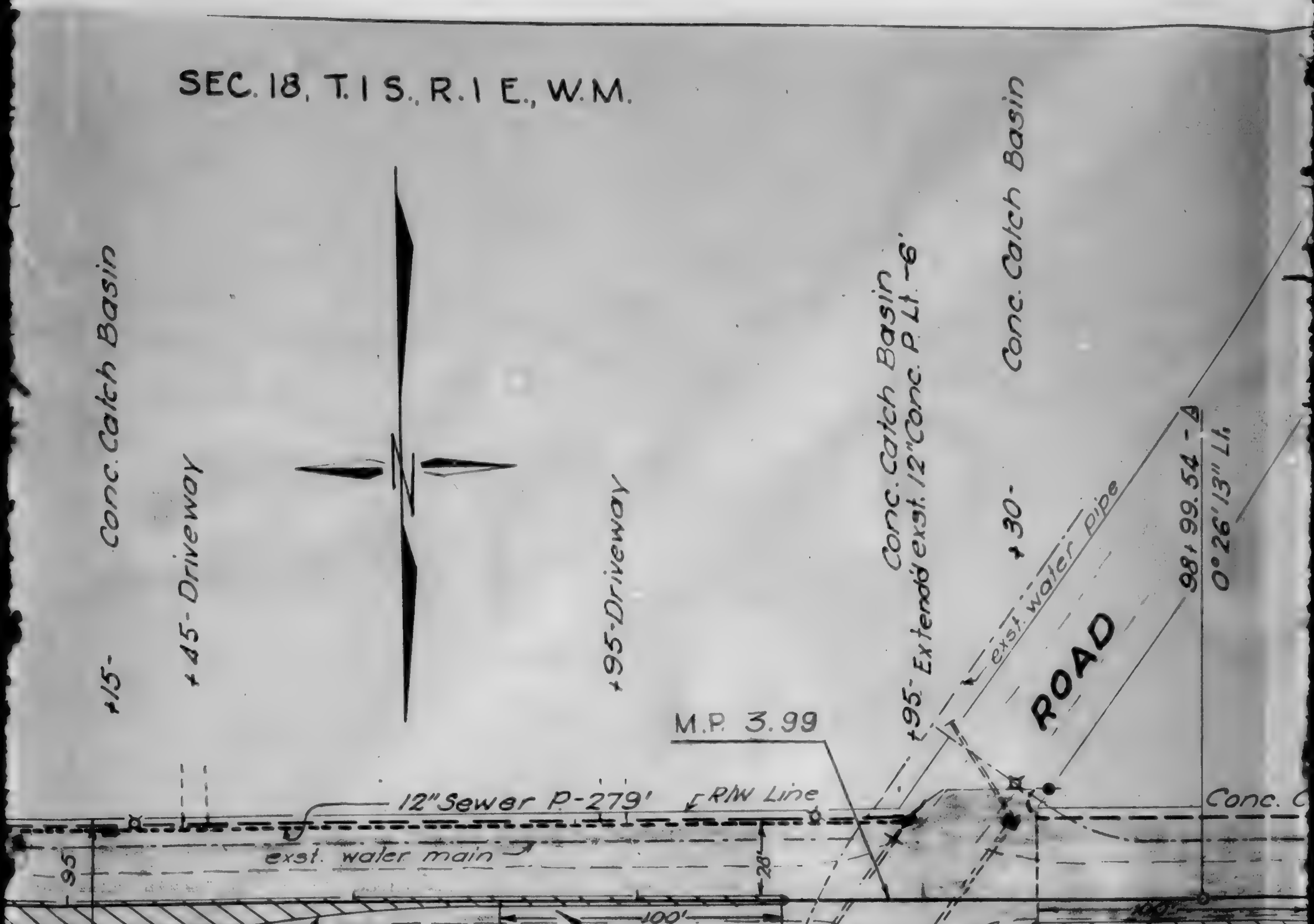


Collision Type					1958				1959				7 Mos. 1960				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle							1	1		1		1						1	1	2
Head-on																				
Rear-end										1		1						1		1
Sideswipe																				
Turning Movement										1		1						1		1
Parking																				
Non-collision										1		1						1		1
Fixed Object														1		1		1		1
Pedestrian																				
Backing																				
Misc.																				
TOTAL							1	1		4		4		1		1		5	1	6

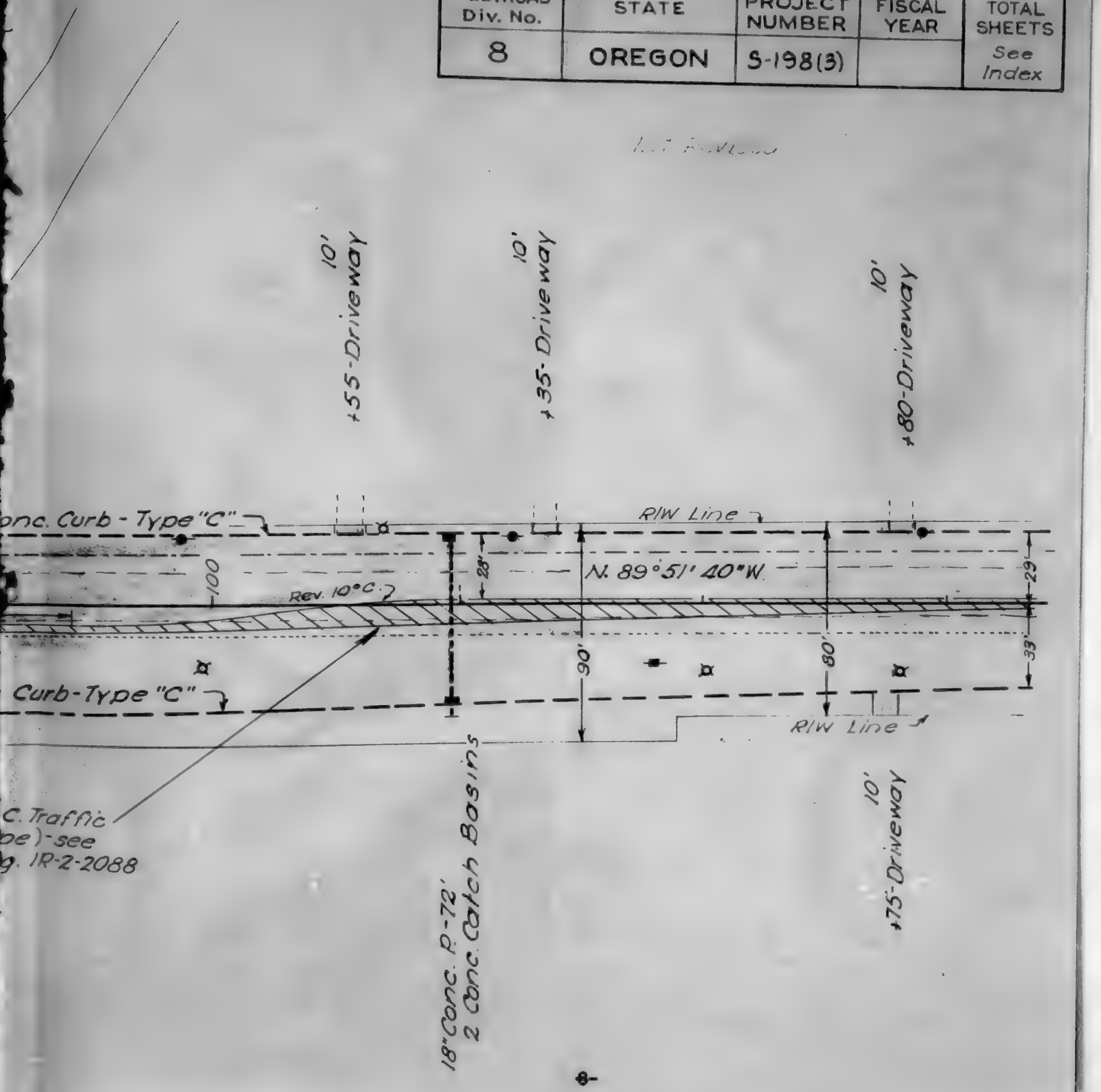

8°C L
TΔ 34°29'37"
Ts 323.00'
Conc Catch Basin
88+98.88 P.C.S.
AVE.
200' Spiral
S 8°00'
a 4.0
90+98.88 P.T.Bk.=
exst water pipe
12" Sewer P.-105'
R/W Line
Co
33'
25'
90'
90'
82'
29'
25'
ext. 12" C.M.P.
R/W Line
S.W. 50 TH
Extend'g Exst. 12" C.M.P.-Lt.6
Conc. Catch Basin
Note: Dep
ope



e: Depress curbs at all driveway openings. Widths as directed.


SEC. 18, T. 1 S., R. 1 E., W.M.
N
Conc. Catch Basin
+15-
+45-Driveway
+95-Driveway
Conc. Catch Basin
+95-Extend'd exst. 12" Conc. P. Lt. -6'
Conc. Catch Basin
+30-
exst. water pipe
ROAD
98+99.54 -Δ
0°26'13" Lt.
M.P. 3.99
12" Sewer P.-279'
R/W Line
exst. water main
Conc. C
95
28'
100'
100'
Rev. 10° C.
24'
30
33'
Conc. Curb
R/W Line
Appr.-Rt.
Raised A.C. Tra
Markers (low type)-
Design Dept. drg. IR-
exst. 12" Conc. P.
exst. 12" Conc. P.
SHATTUCK
1 1/4" Elect. Conduit -80'

WASH. CO. LINE-HILLSDALE SECT. BEAVERTON-HILLSDALE HWY. MULTNOMAH COUNTY				SHEET No. 8
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-198(3)		See Index



RECEIVED
AUG 30 1960
FOR FILING
26-1221
[illegible]

August 29, 1960

Mrs. Earl Mitchell
5511 S. W. Illinois
Portland, Oregon

Dear Mrs. Mitchell:

I have your letter of August 25 and have asked our Traffic Division to check up on the intersection of the Bertha-Beaverton Highway and Shattuck Road. I do not know if anything can be done to help the condition, but we will certainly take a look at it.

I wish to thank you for calling the matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

CSP:ae

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

5511 S. W. Illinois
Portland, Oregon

August 25, 1960

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

You maybe aware already of the hazardous intersection at S. W. Hilsdale Beartha Beaverton Highway and Shattuck Road, but we believe a note is worth calling it again to your attention.

Ever since the four lanes of traffic have been open it is so difficult and dangerous trying to get across the highway going to and from work every day. When there is fog, one has to hold their breathe and hope they make it!

Since the opening of the new Super Market, Albertsens Store, it has only become worse. What steps are necessary to get something done about this hazzard?

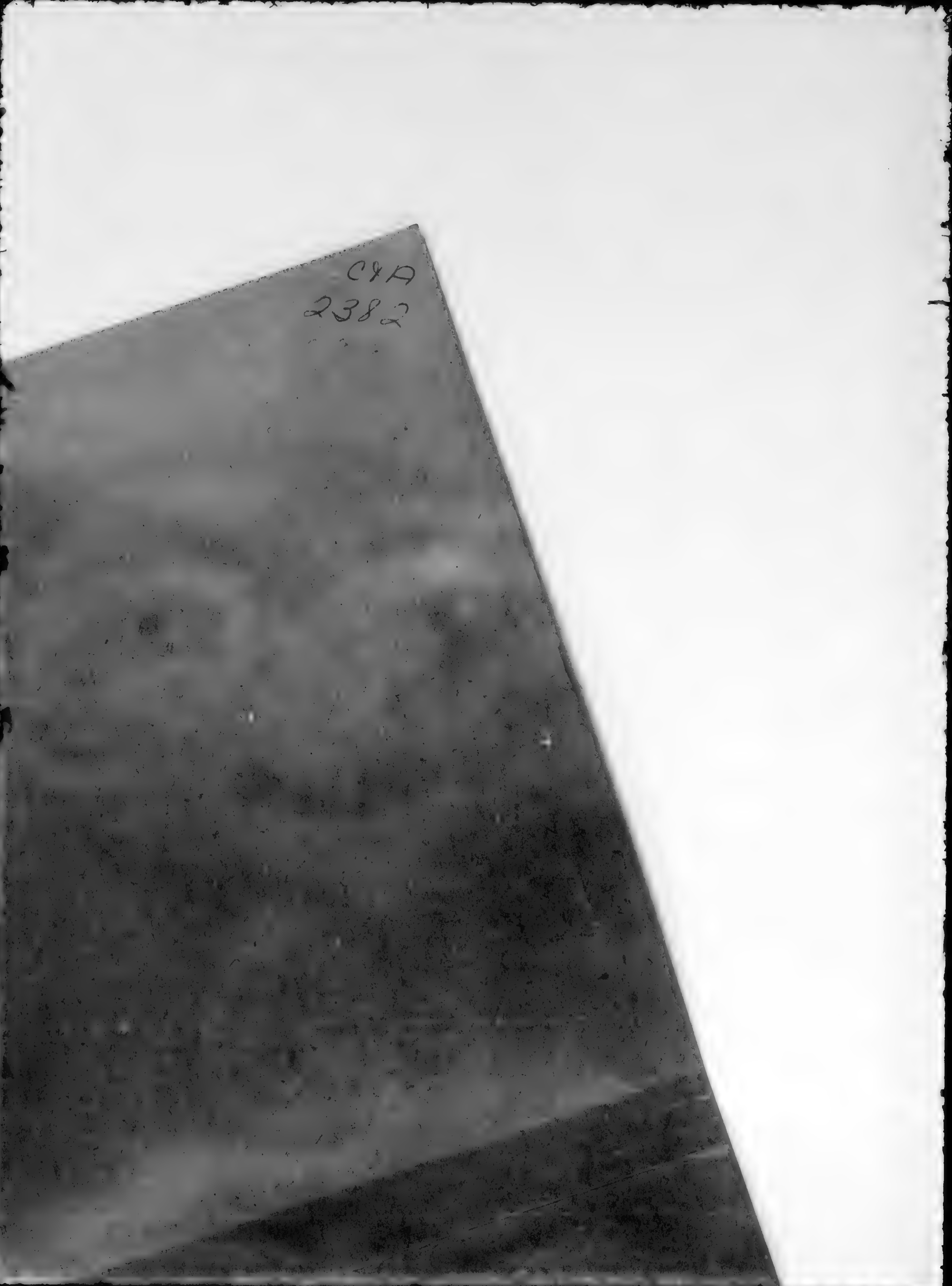
Very truly yours,

Mrs. Earl Mitchell

bm

RECEIVED
AUG 26 1960
OREGON
STATE HIGHWAY COMMISSION

S-413(2) Salt Creek & Spring Valley Creek
Box Culvert.
#5523 1961


C&A
2382

OREGON STATE HIGHWAY DEPART T

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-9-62	CC 759	746	527-1060-297

NOTED
H. S. COX

NOTED
DON HARWELL

Contract 5922
S-468(1) + L-413(2)
(F.A. 143)

- ~~Polk County~~
- ~~Dallas, Oregon~~
- Attn: County Court

NOTED
R. H. PRANGE

INVOICE NUMBER
75122

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance Deposit		$3,500.00	
Less amount previously transferred		2,600.00	
			$900.00
County share as per attached statement		3,251.65	
Less amount previously transferred		2,600.00	
			651.65
To be refunded			$248.36

Applied to
7a0 750 paid
Rec. 7a0 750
per letter 7/16/62

NOTED

RECEIVED
JUL - 9 1962
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with

By

A 150 (REVISED 7-60)

NOTED
H. S. COX

July 5, 1962

NOTED
DON HARWELL

Polk County Court
Courthouse
Dallas, Oregon

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

Gentlemen:

Final costs are now available for the Salt Creek and Spring Valley Culverts on FAS 743 and 746, Contract 5923, covered by agreement dated May 26, 1961, as shown in the attached cost statement.

In accordance with the agreement, a refund of $248.35 is due the County in connection with this project. This refund will be paid by our accounting division within the next few days.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Verne R. Jones
County & City Relations Planning Engineer

VRJ:mm
Att.

cc: Mr. Lockwood Franklin

Contract 5923 State 9

RECEIVED
APR 25 1962 8 3

FOR FILING

Monthly transaction number 4	For -2A (5-3 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 4-6-62	County Polk
5923		Project number S-413(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 18, 19 61, is hereby modified as follows:

Revised estimated total cost of project	$ 11,323.00
Revised Federal funds	$ 7,213.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 6 day of April, 19 1962.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASSISTANT State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: L R Backlund
L. R. Backlund
Acting Administrative Manager

USComm-DC 11170

April 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by a Highway Official, for the Salt Creek Section (Culvert), Project No. S-413(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

7-18-61

Monthly Transaction No. RECEIVED JUL 21 1961 Project Report No. FOR FILING	Form 2 (9-1 U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT**	e **Oregon** County **Polk** Project No. **S-413(2)**

S-413(2)
S-468(1)
5923

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Salt Creek Structure

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-1-61	0.005
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 10,396	$ 6,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
By Deputy **State Highway Engineer** (title)	XX **C. G. Polk** Division Engineer By: **R. C. Wright** **Administrative Manager**
By ________ ________ (title)	Date executed by Division Engineer **July 18, 1961**
By ________ ________ (title)	

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Salt Creek Section (Culvert), Project No. S-413(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Salt Creek Section (Culvert), Project No. S-413(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

HMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-413(2)

SALT CREEK SECTION (CULVERT)
OF THE ENTERPRISE ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1961

Type Code X028
Salt Creek Box Culvert (Sta. 0+76.5 to Sta. 1+01.5)(Contract No. 5923)

Remove Old Bridge	All Required (50%)		$ 100.00
Structural Excavation	120 cu.yds.	$3.50	420.00
Class "A" Concrete (148 cu.yds.)	All Required (67%)		6,700.00
Metal Reinforcement (16,450 lbs.)	All Required (58%)		2,231.55
	Subtotal		$ 9,451.55
	10% Engr. & Cont.		944.45
	Total		$10,396.00

Length of Structure - - - - - 0.005 Mile

Federal Funds	$ 6,500.00
State Funds	1,948.00
County Funds	1,948.00
	$10,396.00

State Funds For Const.:	Chap. 175, Laws 1917; Chap. 31, 1920; Chap. 529, Laws 1939.
Funds For Maint.:	Chap. 529, Laws 1939.

RECEIVED
1962
FOR FILING
4/14

Contract 5923

4-5-62

Monthly transaction number	Fo -2A U.S. DEPARTMENT OF COMMERCE (5- 57) BUREAU OF PUBLIC ROADS	te **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 4-5-62	County **Polk**
Project report number 9 5923		Project number **S-468(1)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 18**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project	$ **6,725.00**
Revised Federal funds	$ **4,284.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **5** day of **April**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Asst **State Highway Engineer**
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: L R Backlund
L. R. Backlund
Acting Administrative Manager

USComm-DC 11170

March 22, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Spring Valley Creek Section (Culvert), Project No. S-466(1).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

7-18-61

Monthly Transaction No. RECEIVED JUL 21 1961	Form [illegible]-2 (9-1[illegible])	State **Oregon**
Project Report No. ~~FOR FILING~~ S-413(2) S-468(1) 5923	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT**	County **Polk**
		Project No. **S-468(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Minor Str. 0.8 mi. W. of Lincoln
(Spring Valley Creek Culvert)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-1-61	0.00
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 6,018	Federal funds $ 3,700

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Spring Valley Creek Section (Culvert), Project No. S-468(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Spring Valley Creek Section (Culvert), Project No. S-468(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-468(1)

SPRING VALLEY CREEK SECTION (CULVERT) ON THE LINCOLN-ZENA ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1961

Type Code X007
Spring Valley Creek Culvert (Station 9+97.5)
(Contract No. 5923)

Remove Old Bridge	All Required (50%)		$ 100.00
Structural Excavation	130 cu.yds.	$3.50	455.00
Class "A" Concrete (72 cu.yds.)	All Required (33%)		3,300.00
Metal Reinforcement (12,050 lbs.)	All Required (42%)		1,615.95
	Subtotal		$5,470.95
	10% Engr. & Cont.		547.05
	Total		$6,018.00

Length of Culvert - - - - - - - - - - - - 0.00 miles

Federal Funds -	$3,700.00
State Funds -	1,159.00
	$6,018.00

State Funds for Const.: Chap. 175, Laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

Funds for Maint.: Chap. 529, laws, 1939

RECEIVED
OCT 13 1961
FOR FILING

5 41-3(7)

5923

October 13, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5923 for construction of the Salt Creek Culvert and the Spring Valley Creek Culvert on the Enterprise and Lincoln-Zena Roads in Polk County was completed by the contractor, Braun Brothers, on August 22, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $4,634.86 will be released to the contractor on or after October 20, 1961. The total contract amount is $16,536.05, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Braun Brothers
1270 West 20th
Eugene
Oregon

NOTED
H. S. COX

NOTED
V. R JONES

Don H.

September 25, 1961

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

This is to advise you that work on the Salt Creek Culvert on FAS 746 and the Spring Valley Creek Culvert on FAS 743 was completed August 22, 1961.

Under the terms of the agreement dated May 26, 1961, the County assumed maintenance and continued jurisdiction over the above project as of that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County & City Relations Field Engineer

VRJ:mm

cc: Mr. Lockwood Franklin, County Engineer

NOTED
JOHN D. GRAHAM

RECEIVED
SEP 12 1961
FOR FILING

FORM E-133-X 50M 1-61

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-413(2)

5923

Johanna
to be noted on card

September 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of PublicRoads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Bream Brothers completed work on the Salt Creek and Spring Valley Culverts on the Enterprise and Lincoln-Zena Roads in Polk County, Contract #5923, FAP No's. S-413(2) and S-468(1), on August 22, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

NOTED ON CARD

RECEIVED
JUN 22 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-413(2)

5923

June 22, 1961

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

Dear Sir:

Braun Brothers started work on the Salt Creek Box Culvert and Spring Valley Creek Box Culvert Project on the Enterprise and Lincoln-Zena Roads, in Polk County, Contract #5923, FAP No's. S-413(2) and S-468(1), on June 19, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. D. Parkes

NOTED
FLOYD QUERY

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 20 1961
FOR FILING

[illegible]
5923

June 20, 1961

Braun Brothers
1270 West 20th
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5923, awarded May 26, 1961, for construction of the Salt Creek Culvert and Spring Valley Creek Culvert on the Enterprise and Lincoln-Zena Roads in Polk County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

OREGON STATE HIGHWAY DEPARTM

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/26/62	co-687		527-1060-297

NOTED
C. G. SWENSON

INVOICE NUMBER
69994

Polk County
Dallas, Oregon

Attention of: Mr. Lockwood Franklin
County Engineer

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposits			$9,752.99
Amount to be retained for Salt Creek & Spring Valley Sections of FAS 746 & 743			900.00
Balance Advance Deposits			8,852.99
Partial transfer county advance deposit for Salt Creek and Spring Valley Creek Sections of FAS 746 and 743. Covered by agreement dated May 26, 1961.			2,600.00
To be refunded			$ 6,252.99

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $________
By ________________

A 150 (REVISED 7-60)

NOTED
C. G. SWENSON

June 14, 1961

Mr. Lockwood Franklin
Polk County Engineer
County Shops
Dallas, Oregon

NOTED
Harold C. Ayers

Dear Mr. Franklin:

This is to advise you that the construction of the Salt Creek Culvert on FAS 746 and the Spring Valley Culvert on FAS 743 in Polk County has been awarded to Braun Brothers under Contract No. 5923.

file

Final costs are now available on the following projects:

FAS	Contract	Section
747	5285	Rickreall Creek (Greenwood) Bridge. (Final costs on this project were sent to the County 9/30/59.)
744	5522	Bethel Section.
193	5521	Buena Vista-Luckiamute Section.
560	5752	Luckiamute River Bridge.
744	5288	Bethel-Zena Section.

Refunds on the above projects total $9,752.99 of which amount $3,500 will be applied on the advance deposit for the Salt Creek and Spring Valley Creek Culverts. The balance, $6,252.99, will be refunded by our accounting division in the next few days.

Enclosed are a copy of Contract No. 5923 for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

V. R. Jones
Field Engineer

VRJ:mm
Encl.

RECEIVED
JUN 8 1961
FOR FILING
5-413 (2)
5723

June 7, 1961

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing for the records and files of Polk County a fully executed copy of an agreement between the State Highway Commission and Polk County covering the Salt Creek and Spring Valley Creek Box Culverts on FAS 746 and 743 in Polk County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
JUN 23 1961
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

June 7, 1961

FAS Project Agreement
Polk County

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with Polk County covering the Salt Creek and Spring Valley Creek Box Culverts on FAS 746 and 743 in Polk County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Polk County.

Secretary

rn
Attach: 1

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1961

SUBJECT: FAS Project Agreement
Polk County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Salt Creek and Spring Valley Creek Box Culverts on FAS 746 and 743 in Polk County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/29/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
Harold C. A[illegible]

NOTED
H. S. COX

May 4, 1961

Polk County Court
Courthouse
Dallas, Oregon

NOTED
C. G. SWENSON

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Salt Creek and Spring Valley Creek Sections of FAS 746 and 743.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $22,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than May 15.

It is presently planned to accept bids for this project on May 23, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

NOTED
JOHN D. GRAHAM

HSC:mm
Encl.

NOTED

Salem, Oregon
4/20/61

Spring Valley Creek Section
FAS 743, Polk County

Mr. Earl Saling
R/W Office Manager
Building

Enclosed is a right-of-way form certificate covering files nos. 32869-A, 32869-B, and 32869-C on the above mentioned project. Also enclosed are signed options covering these properties.

H.S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
JOHN D. GRAHAM

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. ____________

Highway No. FAS 743 (Zena-Lincoln County Road)

Name of Project Spring Valley Creek Section

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Dallas, Oregon, this 19 day of April, 1961.

Polk County Court

C M Bernhard
Judge

Allen A Dunn
Commissioner

C L Burbank
Commissioner

File # 32869 - A William G. Steveley & Elizabeth R
" - B Albert H & Rachel Nisly.
" - C Nickolos J Nelke & Agnes Nelke

Stipulation: All owners to build their own fences.

March 20, 1961

Mr. Lockwood Franklin
Polk County Engineer
County Shops
Dallas, Oregon

Dear Mr. Franklin:

Enclosed please find one revised option form in triplicate, No. 32869-C, covering a portion of the right-of-way to be acquired for the Spring Valley Creek section of FAS 743 in Polk County. Also enclosed are three right-of-way maps (Drawing #1R-5-1471) to aid in your negotiations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. B. Cox
Assistant County & City Relations Engineer

HBC:mm
Encl.

FORM E-30 5OM 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17, 1961

SUBJECT: File No. 32869-C
Spring Valley Creek Section
Zena-Lincoln County Road

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 1 revised option form in quadruplet covering right of way to be acquired in connection with Spring Valley Creek Section of the Zena-Lincoln County Road in Polk County. This description has been reqritten because the deed reference on the original option form was revised. It was Book 240, Page 119 and should be book 119, Page 240.

File No.	Name	Area
32869-C	Nicholos J. Nelke, et ux	0.015 Acre

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encl. 1 Rev. Option

cc: J. D. Walker
E. J. Benner

RECEIVED
MAR 20 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
C G SWENSON

March 9, 1961

Mr. Lockwood Franklin
Polk County Engineer
County Shops
Dallas, Oregon

Dear Mr. Franklin:

Enclosed are three option forms in triplicate covering right-of-way to be acquired for the Spring Valley Creek Section of FAS 743 in Polk County.

When the County has completed negotiations for the required right-of-way for this project, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificates. We should also be advised of the right-of-way conditions, if any, which would affect the construction project.

Copies of the right-of-way map will be mailed under separate cover.

This project will be on the May 23 letting and it would be most desirable to have the signed certificates by that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1961

SUBJECT: OPTIONS
Spring Valley Creek Sec.
Zena-Lincoln County Road
Polk

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 3 original option forms in quadruplet covering right of way to be acquired in connection with Spring Valley Creek Section of the Zena-Lincoln County Road in Polk County.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the engineers of the conditions, if any, on each transaction.

Maps covering this area have not been furnished to us.

File No.	Name	Area
32869-A	Minnie B. Himmel	0.02 Acre
32869-B	Albert H. Nisly, et ux	0.01 "
32869-C	Nicholos J. Nelke, et ux	0.015 "

EARL F. SALING
Right of Way Office Manager

AC:jm
encl. 3 Options

cc: J. D. Walker
E. J. Benner

[illegible] mailed 3-9-61
[illegible]

RECEIVED
MAR 16 1961
FOR FILING

S-413 (2)

5763

March 16, 1961

Oregon State Game Commission
1634 S. W. Alder Street
Portland 8, Oregon

Attention: Mr. C. J. Campbell

Gentlemen:

The State is reconstructing sections of two county roads in Polk County from federal-aid funds allocated to county roads. On the first road, FAS 746, which is near the Salt Creek School and immediately adjacent to the Willamina-Salem Highway, the channel of Salt Creek will be changed and a double 12' x 8' box culvert installed. The location is shown on the attached map along with the grade line of the channel change and the culvert.

The second road is between Lincoln and Zena north of Salem and involves the replacement of a pile trestle over Spring Valley Creek by a double 8' x 6' culvert. The location and the grade line of the stream through the culvert are also shown on the attached map. This map is Sheet No. 3, Salt Creek and Spring Valley Creek Sections, Enterprise and Lincoln-Zena Roads in Polk County.

It would be appreciated if you would examine these projects and advise as to your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. W. C. Williams
Mr. R. L. Porter

MEMO TO J. W. NASH
3/7/61

FAS 743, POLK COUNTY

TERMINI: Double box culvert over Spring Valley Creek on FAS 743 at M.P. 0.85 (Spring Valley Creek Culvert).

PROPOSED WORK: Construct one double 8'X6'X51' R.C.B. culvert.

NOTED
V. R JONES

PROJECT LENGTH: .002 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$8,500	$5,100	$1,700	$1,700 (County)

EXISTING FACILITY: Pile trestle bridge 47' long, 21'-6" wide.

ADJACENT SECTION: All on FAS 743. 18' bituminous surface, 28' to 36' roadbed.

PROJECT DATA: Construct double 8'X6'X51' R.C.B. culvert. Contractor to remove old bridge and low cut all existing piles. County will provide detour if needed and construct approaches including basing and oiling of same to approved state highway department standards. Finished roadbed width of approaches to be not less than 28'.

ROW:	60' minimum.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

FAS 743 serves diversified farming area and forms a connecting link between FAS 744 and Salem-Dayton State Secondary Highway No. 150.

HSC:mm

NOTED
V. R. JONES

MEMO TO J. W. NASH
3/7/61

FAS 746, POLK COUNTY

TERMINI: Double box culvert over Salt Creek adjacent to Willamina-Salem State Primary Hwy. #30 at M.P. 8.42 (Salt Creek Culvert).

PROPOSED WORK: Construct one double 12'X8'X43' R.C.B. culvert.

PROJECT LENGTH: .005 mile

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$19,500	$11,700	$3,900	$3,900 (County)

EXISTING FACILITY: Frame trestle bridge 34' long, 19'-2" wide.

ADJACENT SECTIONS: FAS 746 has 28' graveled roadbed. State Primary Highway No. 30: 20' bituminous wearing surface with 3' to 4' shoulders.

PROJECT DATA: Construct double 12'X8'X43' concrete box culvert in new channel that will be dug by Polk County. Contractor will also remove old bridge and low cut all existing piles. Culvert will be constructed northeasterly from present bridge on improved alignment. Polk County will provide necessary detour and construct approaches including basing of same to approved state highway department standards. Finished width of approaches is to be not less than 28'.

ROW:		60' minimum.
MINIMUM DESIGN STANDARDS:		No exceptions.
ACCESS CONTROL:		None.
RR XING:	N	None
SYSTEM ACTION:		None required.
PUBLIC HEARING:		None required.
UNUSUAL OR COMPLICATED SITUATION:		None.

FAS 746 serves a rather large diversified farming area and is mail and school bus route.

HSC:mm

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
February 21, 1961

Salt Creek & Spring Valley Creek Culverts
FAS 746 & 743, Polk County

Mr. Tom Edwards
OFFICE

The subject project data for Polk County has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

cc: Frank Hall
V. G. O'Neil
Ivan Merchant

OFFICE OF
COUNTY COURT OF POLK COUNTY
DALLAS, OREGON
MAYFAIR 3-2206

C. M. Barnhart
Polk County Judge

Allen A. Dunn
Polk County Commissioner

C. L. Burbank
Polk County Commissioner

February 15, 1961

NOTED
H. S. COX

Mr. C. G. Swenson
County & City Relations Engineer
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

Enclosed are two rights-of-way certificates as requested. Also, the signed option covering the Clanfield property.

We feel that it will not be necessary to obtain an option on the Starr property. I believe that Mr. Franklin has already discussed this with your office.

The handling of traffic on this project will be simple. We have negotiated an agreement with Mr. Clanfield that will allow us to route traffic over the vacated right-of-way as shown on the map of this project.

Very truly yours,

Allen A Dunn

Allen A. Dunn
County Commissioner

RECEIVED
FEB 20 1961
ENGINEER
COUNTY & CITY RELATIONS

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. ______

Highway No. FAS 746

Name of Project Salt Creek Bridge Section

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Dallas, Oregon, this 15 day of Feb, 1961.

Polk County Court

C M. Barnhart
Judge

Allen A Dunn
Commissioner

C L Burbank
Commissioner

32649-A – Bert & Loretta Clanfield

R/W Certificate to Earl Saling 2/27/61.
FAS Co. Rd. Program, General, file for letter.

NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
H. S. COX

January 24, 1961

Mr. Lockwood Franklin
Polk County Engineer
Courthouse
Dallas, Oregon

Dear Mr. Franklin:

Enclosed are two option forms in triplicate covering right-of-way required for the Salt Creek project on FAS 746. Three prints of a right-of-way map covering this property and three copies of a right-of-way certificate are also enclosed.

When right-of-way negotiations have been completed, would you please return one signed copy of the option form or notify this office of conditions, if any, which would affect the FAS project. Also, please have the County Court sign three copies of the right-of-way certificate and return two copies to this office.

Would you also advise this office of your plans for handling traffic on this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm
Encl.

cc: G. S. Paxson
Earl Saling
J. D. Walker
V. D. Wolfe

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1961

SUBJECT: OPTIONS
Salt Creek Bridge Section
Salt Creek-Ballston Highway

To: Mr. C. G. Swanson
County & City Relations Angr.
OFFICE

Attached you will find 2 original optin forms in quadruplet covering right of way to be acquired in connection with the Salt Creek Bridge Section of the Salt Creek-Ballston Highway in Polk County. This contract is scheduled for letting March 7, 1961.

Please return a signed or conformed copy of each option to the Right of Way Department so that we may inform the engineers of the conditions, if any, on each transaction.

We are attaching 4 prints of map No. 4B-28-9 covering this area and bearing our date of January 17, 1961.

File No.	Name	Area	
32649-A	George and Bert Clanfield	0.11 Acre	P 1
		0.23 "	P 2
32649-B	Silas E. Starr, et ux	0.03 "	

EFSaling
EARL F. SALING
Right of Way Office Manager

RECEIVED
JAN [illegible] 1961
ENGINEER
COUNTY & CITY RELATIONS

AC:jm
encls. 2 Options
4 Prints

cc: J. D. Walker

E. J. Benner

FAS 746

NOTED
H. S. COX

NOTED
V. R. JONES

January 20, 1961

NOTED
Harold C. Ayers

NOTED
C. G. SWANSON

Mr. Lockwood Franklin
Polk County Engineer
County Shops
Dallas, Oregon

Dear Mr. Franklin:

I am enclosing the approved base design for the Salt Creek Culvert Section on which the county will construct the road connections. Present plans are to put both culvert projects on the May 23 letting so that construction will not interfere with school bus operations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Verne R. Jones
County & City Relations Field Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
January 20, 1961

Salt Creek Section, FAS 746, &
Spring Valley Creek Section, FAS 743
Polk County

Mr. V. G. O'Neil
OFFICE

As previously discussed with you, both of the subject projects are to be box culverts and probably should be one contract. The contract should include only the construction of the structures and the required excavation for the structures. The county will do the required roadwork on both projects and excavate the channel change on the Salt Creek project.

Spring Valley Road is to be closed to traffic during construction but cannot be closed prior to closing of schools for summer vacation. Lockwood Franklin is investigating the possibility of a detour to the west of the Salt Creek project site which would route traffic around this site. If this is not possible, it may be necessary to carry traffic through this project. Mr. Franklin will advise this office regarding this as soon as possible.

The special provision should have a clause requiring the contractor to prosecute this work in a diligent manner in order that closure of these roads and the use of detours be held to a minimum length of time.

C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: J. D. Walker
Frank Hall

NOTED
H. S. COX

Salem, Oregon
January 10, 1961

NOTED
V. R. JONES

Mr. Tom Edwards
Construction Engineer
OFFICE

Salt Creek Section
Balliston County Road
FAS 746, Polk County

NOTED
Harold C. Ayers

Data for the above mentioned project has been inspected and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

cc: Ivan Merchant
J. D. Walker
V. G. O'Neil

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1961

SUBJECT: Salt Creek Section
Ballston County Road
Polk County FAS 746

To:
Mr. Tom Edwards
Construction Engineer
Department

We herewith submit the following data on the subject section:

1 1" = 50' Detail Map
1 Vicinity Map (Tracing Cloth)
2 Rolls Platted Cross-sections
1 Book Field Notes
2 Photostatic Copies of Deeds

The contract for the subject section is to include the bridge only. The County is to perform all grading work including the channel change. Upon approving this data, would you please forward the vicinity map to the Bridge Department for the bridge design and the other data to the Right of Way Writing Department for the preparation of the descriptions for the property needed to be acquired by the County for the total construction of this project.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. C. G. Swenson

RECEIVED
JAN 10 1961
ENGINEER
COUNTY & CITY RELATIONS

NOTED
H. S. COX

NOTED
C. G. SWENSON

MEMO TO FILES, 1/6/61

Lockwood Franklin, Polk County Engineer, telephoned at 4:00 P.M. this date re the Salt Creek Bridge project on FAS 746. He said he had conferred with the Court and it was decided by the Court that Polk County will construct the channel change and approaches to the bridge and the bridge is to be constructed as an FAS-C project.

DG

John D. Graham
County & City Relations Office Engr.

JDG:mm

NOTED
JOHN D. GRAHAM

NOTED
V R JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
December 2, 1960

Spring Valley Culvert FAS Project
FAS 743, Polk County

Mr. R. L. Porter
Office Engineer

Attention: V. O. O'Neil

NOTED
Harold C. Ayers

The county has agreed to the closure of this road during the construction of the culvert; however, Mr. Lockwood Franklin, Polk County Engineer, has requested that the contracting of the work be timed so that construction would not start until the schools were closed in the spring and completion should be prior to school opening in the fall.

C. G. Swenson
County & City Relations Engineer

CGS:mm

cc: J. D. Walker
Frank Hall

POLK COUNTY
PROPOSED PROJECTS

✓ FAS 743, Spring Valley Creek Bridge, Zena-Lincoln Road, $10,000. The proposed project is to replace the existing 47' pile trestle bridge, State inventory number 10133, with a culvert installation.

✓ FAS 746, Salt Creek Bridge, $9,000. The proposed project is to replace the existing 34' frame trestle bridge, State inventory number 10152, with a concrete box culvert of suitable size.

After completion of these culvert installations, the County will do the road construction in connection with the projects. It is planned to route traffic on other roads during construction but if detours are required the County will provide them.

60-g
9/2/60

Approved 9-30-60

S-1(9) Tillamook River Bridge Sec. Netarts
Hwy.,westerly of Tillamook.
#5924 1961

C&A
2446
10 23 61

RECEIVED
OCT 1 4 1963
FOR FILING

5-1 (4)

[illegible]

October 11, 1963

Western Casualty & Surety Co.,
Victor S. Risley Co.,
223 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

A post-final payment for $4,049.24 will be made to George E. Berry on contract 45924 for grading-oiling-structures on the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County, as soon as the warrant is prepared.

The total amount paid on this contract will be $256,939.51 including the post-final payment. Of the total, $927.69 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Western Casualty & Surety Co.,
916 Walnut St. Bldg., 3rd Floor
Kansas City 6, Mo.

cc: Mr. George E. Berry
P. O. Box 311
Beaverton, Oregon

cc: C. H. Maison
Attn.: John Harr

RECEIVED
SEP 1 1 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1963

SUBJECT: Extra Claims
Tillamook River Bridge
Contract No. 5924

To:

Mr. George E. Berry
General Contractor
P. O. Box 311
Beaverton, Oregon

Enclosed please find Price Agreement No. 8 on the Tillamook River Bridge in the amount of $4,049.24 as full settlement of all claims against the State on the subject job.

At such time as this Price Agreement is executed by you and returned to this office, a post-final estimate will be processed for payment.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. George Danforth
Mr. Roy Asberry
Mr. C. H. Maison
Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
SEP 1 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 4 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5124 —

April 3, 1963

Mr. George E. Barry,
General Contractor
P. O. Box 311
Beaverton, Oregon

Dear Sir:

Re: Extra Claims
Tillamook River Bridge
Contract No. 5924

By letter of January 16 I sent you a Price Agreement in the amount of $1,970.24 as full settlement of your claims on the Tillamook River Bridge. On March 6 an additional claim for pile driving was received from you on the subject job. This additional claim has been thoroughly analyzed, and additional payment to you for three days pile driver and crew time plus 15% in the amount of $1,725 will be allowed. Also, one days equipment and operator allowance on a 3/4-yard Lima crawler crane and John Deere caterpillar tractor will be made in the amount of $204 which also includes 15%.

If you will return the Price Agreement sent to you with my letter of January 16, a new Price Agreement in the amount of $3,899.24 will be prepared and sent to you as full payment for claims under this contract.

At such time as we receive the approved revised Price Agreement a post-final estimate will be processed for payment.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/sm

cc: Mr. George Danforth
Mr. Ray Asbury
Mr. P. M. Stephenson ✓

NOTED
P. M. STEPHENSON

RECEIVED
APR 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1963

FOR FILING

1 (2)

5924

Tillamook, Oregon
February 1, 1963

Tillamook River Bridge (#1345-A)
Claim Letter by George E. Berry

Mr. I. D. Merchant
State Bridge Engr.
State Highway Bldg
Salem, Oregon

Att: Mr. L. R. Allen
Bridge Const. Engr

Dear Sir:

Upon reviewing claim letter by Mr. George E. Berry dated Jan. 14, 1963 (addressed to Mr. Allen), the following is a report of conclusions noted to be the context of said letter.

The work items were examined by Mr. L.R. Allen, George Danforth, and Don L. Rueppell. It is our opinion that said letter is an explanation of additional work-time losses felt by Mr. Berry to be omitted from his formal Extra Work Claim dated September 4th, 1962.

The omitted items will be discussed hereafter in sequence with the contractors explanation of extra work performed:

- The work noted at Bent #5 is partially correct, however reference to the enclosed diary supplement (dated July 21, 1961) will verify the following. The pile work was executed by Goodat Crane Service for which a claim is justified. Mr. Goodat's pile driving work diary was initialed (per Art. #1.5.13 S.B.S.) for 19½ hours of the 25½ hours extra work time shown by the foreman (Mr. Berry states 30 hours). It is agreed that an allowance of 19½ hours actual time lost is approved per letter to Mr. E.G. Ricketts dated Aug. 7, 1961. As noted, half the responsibility rests on the contractor due to conditions set forth (on page 3) of the supplement. To date, NO CLAIM in accordence with Art. #1.9.6 has been received in this office for the above work. Considering the above, a maximum additional 3 days time is recommended to be allowed the pile crew only if the State is held entirely responsible for this error. This time lost may have indirectly affected Mr. Berry's operations thereafter (causing possible delay), but no over-all hold-up appears to be directly attributable.

RECEIVED
BRIDGE DIVISION
AM Feb PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED
P. M. STEPHENSON

Tillamook River Bridge (#1345-A)
Claim Letter by George E. Berry

- The work noted in shimming was included in our Price Aggreement and is adequately covered to the best of our knowledge.

- The work noted in October and November appears to be superinduced and has no bearing on additional time lost that has not been accounted.

It is true that bents #2-3-4-5-9-20 did receive elevation modification; bent #11 line was rotated in reference to existing bents back on line; bents #13-14-15-16-17-18 were pulled into alignment; however this extra work was in accordence with plan tolerances and was formally claimed, discussed, and approved for payment under Price Aggreement No. 8.

It is to be noted that said letter makes reference to the entire project, therefore over-all time lost which Mr. Berry claims a sum of 17 days lost is not justified. Your adjustment of 3 to 6 days lost time should and would be ample to cover all engineering errors shown in the formal claim. Only the extra work by Mr. Goodat (joint venture partner)is recommended unless other aspects discovered would alter our decisions.

By the date of Mr. Berry's letter, it is evident to be his decission before receiving our P.A. #8 for review. It is suggested that before considering said letter, the contractor should be requested to forward reply as to acceptence of the pending aggreement. This would allow either full payment or a claim (per Art. #1.9.6 S.B.S.) for his partners extra work.

Very truly yours,

George Danforth
Res. Bridge Engr.

by George Danforth
Don L. Rueppell

GLD:DLR

Enclosure

cc: Mr. B. M. Stevenson
Mr. R. D. Asburry

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BRIDGE DIVISION
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JAN 18 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 16, 1963

Mr. George E. Berry
General Contractor
P. O. Box 311
Beaverton, Oregon

Dear Sir:

Re: Extra Claims
Tillamook River Bridge
Bridge No. 1345A
Contract No. 5924

Your letters of August 27 and September 4, 1962 submitted claims for extra work in the amount of $9,585.16 on the Tillamook River Bridge.

On December 8 you met in this office with other members of the Highway Department and myself and at that time your claims were discussed and the State's position explained to you.

As full settlement for the above-mentioned claims, I am enclosing a Price Agreement in the amount of $1,970.24. At such time as you sign and return this Price Agreement, a post-final estimate will be processed for payment.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

cc: Mr. George Danforth
Mr. Ray Asburry
Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
JAN 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5904

December 17, 1962

Mr. George E. Berry
General Contractor
P. O. Box 311
Beaverton, Oregon

Dear Sir:

Re: Tillamook River Bridge
Extra Claims
Bridge No. 1345A

Your letter of August 27 and claims amounting to $9,478.37 on the Tillamook River Bridge was received in this office on September 26. A study of these claims has been made and I believe a conference should be arranged for the first part of January.

Would you please advise as to a time and date convenient to yourself to go over these claims. I would suggest sometime during the second week in January.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. George Danforth
Mr. Ray Asburry
Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

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OFFICE OF
STATE HIGHWAY ENGINEER

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4924

November 29, 1962

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Richard D. Hall

Dear Sir:

This is to acknowledge receipt of your letter of November 28 concerning the status of the George E. Berry contract #5924, for grading, oiling and structures on the Tillamook River Bridge section on the Netarts Secdy. highway in Tillamook County.

This contract was completed July 20, and was accepted by the Highway Commission on August 9, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CH:al

MERCER
STEEL CO., INC.

Reinforcing Steel and
Building Specialties
CApitol 6-2311
2636 N. W. 26th AVE.
PORTLAND 10, OREGON

November 28, 1962

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Subject: Completion and Acceptance Dates on: Contract No. 5924 -
George E. Berry, Contractor
Tillamook River Bridge Section, Tillamook, Oregon

Gentlemen:

Please furnish us with the completion and acceptance dates of the subject contract. This company was the supplier of material to the General Contractor for which to date there remains a large unpaid balance.

Sincerely,

Richard D. Hall

Richard D. Hall

RDH/m

Clc, please reply

NOTED
C. W. HEAD

RECEIVED
NOV 29 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962
FOR FILING
5924

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 23, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage Street
Salem, Oregon

Re: Tillamook River Bridge
Contract No. ~~5925~~ 5924
FAP No. S-1(9)

Dear Mr. Parsons:

George L. Barry completed work on the Tillamook River Bridge project on the Netarts Highway in Tillamook County, Contract No. ~~5925~~ 5924, FAP No. S-1(9), on July 20, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
J. W. Nash
D. B. Parkes

P.S. Mr. Query & Mr. Parkes -

Will you please secure authority from the Commission to pay the final estimate on this job.

NOTED ON CARD
lc

IDM

NOTED
FLOYD QUERY

2

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JUN 11 1962
FOR FILING

5924

June 7, 1962

Mercer Steel Company, Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Attention: Mr. Richard D. Hall

Gentlemen:

This is in reply to your letter of June 5 concerning the status of the George E. Berry, Contract No. 5924, grading, oiling, structures, Tillamook River Bridge Section on the Netarts Secondary Highway in Tillamook County.

Our Bridge Division informs us that as of May 17, this contract was approximately 95 per cent complete. The amount paid to the contractor to date is $214,447 and the retainage amount is $15,000.

We trust this will give you the necessary information that you desire.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
CApitol [illegible]
[illegible] N. W. 26th AVE.
PORTLAND 10, OREGON

June 5, 1962

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary of State

Subject: Completion Status - Tillamook River Bridge
Oregon State Highway Contract No. 5924

Gentlemen:

This company has furnished material to George Berry of Beaverton, Oregon on the job known as the Tillamook River Bridge.

Would you kindly let us know the completion and payment schedule to date with reference to this structure.

Sincerely,

Richard D. Hall

Richard D. Hall

RDH/m

Clc,
please reply
76

Bill Garrett - Br. Div.

As of May 17th

Approx = 95% complete
Amt. Pd. to date = $214,447.
Ret- = $15,000

RECEIVED
JUN - 6 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
Y 7 1962
FOR FILING

5924

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 16, 1962

Mr. H. Kobosky
505 Board of Trade Building
Portland 4, Oregon

Dear Mr. Kobosky:

Please refer to your letter of April 13 requesting that piling on the existing Tillamook River Bridge approach be left in place rather than being removed as required by the contract.

Upon the completion of the new structure and it's opening to traffic, a portion of the existing Netarts Highway will revert to Tillamook County. This agreement provided that the existing Highway is to remain open to traffic with a metal guard rail barrier at the end of the existing bridge with the bridge completely removed.

As mentioned in the May 7th letter to you from the Corps of Engineers, a public hearing would be required to permit the leaving of the piling in place and it is very doubtful if the Corps would look favorably upon the retention of the existing piling.

Our Contract No. 5924 with Mr. George E. Berry requires the removal of all of the existing bridge, and, because of the above mentioned comments, it is our desire that all portions of the existing bridge be removed as provided in the construction contract.

Very truly yours,

NOTED
P. M. STEPHENSON

Ivan D. Merchant
Bridge Engineer

IDM:dl
cc: George E. Berry
P. M. Stephenson
George Danforth
J. D. Walker
U. S. Army Engineer, District
ATTN: T. W. Ragsdale

RECEIVED
MAY 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NPPKW-1.4 7 May 1962

Forrest Cooper

Mr. Milvoy Robosky
Route 1, Box 452
Tillamook, Oregon

Dear Sir:

In reply to your letter of 3 May 1962 concerning a meeting with a representative of the Oregon State Highway Department on 8 May 1962 regarding old bridge piling in Tillamook River, this office will not be able to send a representative.

As stated to you in my office on 13 April 1962 we do not have authority to approve piling in a navigable waterway without a public notice to all interested persons in accordance with the laws cited in the inclosed information pamphlet titled "Permits for Work in Navigable Waters".

Your attention is invited to my letter of 2 April 1962, and our office conversation in which it was stated that in order to properly align log rafts with the new bridge no obstructions should be located below high tide on the inside of the curve at the old bridge site.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

Incl
Pamphlet

Copy for: Oregon State Highway Department

Paxson - advise.

RECEIVED
MAY - 9 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 1962
FOR FILING

5734

May 7, 1962

Mr. D. L. Phipps
State Forester
2600 State Street
Salem 10, Oregon

Dear Sir:

Reference is made to your letter of April 12, in regard to the Department of Forestry acquiring the steel span which is part of the existing Tillamook River Bridge on the Netarts Secondary Highway.

Any arrangement you make with Mr. Berry for the acquisition of this steel span is satisfactory to us.

We are proposing to hold Mr. Berry to his contract for the completion of all work required, which includes the removal of the old bridge.

If it is found that your work of removing the old structure requires additional time beyond the number of work days required by Mr. Berry to complete the contract, additional work days will be considered if they are caused by your operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. N. Stephenson
Assistant State Highway Engineer

PNS:er

cc Mr. George E. Berry
P. O. Box 311
Beaverton, Oregon

Mr. Ivan Merchant

STATE OF OREGON
OFFICE OF STATE FORESTER
SALEM 10

ADDRESS REPLY TO
"STATE FORESTER"

April 12, 1962

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Highway Building
Salem 10, Oregon

Dear Sir:

The Department of Forestry is interested in acquiring the 160 foot steel swing span over the Tillamook River on the Netarts secondary highway.

George E. Berry has Contract No. 5924 for building the new bridge, which includes the dismantling of the old bridge referred to above.

Mr. Berry has made us a tentative proposal, giving us the steel span for dismantling the timber work in this bridge. He also agreed to furnish his crane for dismantling the steel and loading it on the trucks.

Therefore, if we can conclude a satisfactory agreement with Mr. Berry and it meets with the approval of the Highway Commission, we would take over the removal of the bridge to the satisfaction of the State as stipulated in the contract, which would release Mr. Berry of this item. In doing so, however, we would like to have a longer time limit than is specified in the contract, in that an early fire season would prevent us from completing the job before the specified time.

We have been advised through Mr. Stephenson and Mr. Ricketts, that this would not be detrimental to the State's interest as the new structure would be open to traffic before we could commence the dismantling of the old structure.

It is anticipated that we could have the bridge removed within the stipulated time providing no early fires require the services of the dismantling crew.

Please advise if this arrangement meets with your approval.

Very truly yours,

D L Phipps

D. L. PHIPPS
State Forester

DLP:LWA:nep

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APR 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 29 1961
FOR FILING
5924

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
October 27, 1961

Agenda Item 3-o

Mr. W. C. Williams
State Highway Engineer
Office

Attached are two partially signed copies of an agreement between George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers, State Highway Department and Western Casualty and Surety Company, covering the assignment of Contract No. 5924. This contract covers the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and executed copies have been sent to George E. Berry, Walter Goodat and Western Casualty and Surety Company.

Secretary

rn
Attach: 2

FORM E-129-X 5CM 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 13, 1961

Mr. Query

AGENDA
OCT 20 1961

38

38

Oregon State Highway Commission

Gentlemen:

A request has been received from George E. Berry, contractor on the state highway project designated as the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County, for assignment of his contract. Mr. Berry desires to assign his contract, No. 5924, to George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers.

The request of Mr. Berry has been investigated and meets with our approval, and it is recommended that you grant permission for the assignment of Contract No. 5924 by George E. Berry, an individual, to the said George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers.

This matter will be on the agenda for the next meeting.

Very truly yours,

P. M. Stephenson

P. M. Stephenson
Acting State Highway Engineer

2 copies [illegible]

Ⓐ
4 COPIES TO
BE SIGNED

(by Secretary)

NOTED
FLOYD QUERY

NOTED
P. M. STEPHENSON

E R

Victor S. Risley Co.

Insurance and Bonds

Telephone Capitol 8-9301
Board of Trade Building
Portland 4, Oregon

October 11, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: George E. Berry
Contract No. 5924

Dear Sir:

Enclosed please find fully executed agreement by and between George E. Berry, George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers, and State of Oregon, by and through its State Highway Department and Western Casualty and Surety Company in six parts.

We trust that you will find the enclosures entirely in order.

Yours very truly,

Victor S. Risley

VSR/R
Encl. 6
C/c George E. Berry
Walter Goodat

RECEIVED
OCT 12 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 30 1961
FOR FILING

5924

October 27, 1961

Mr. George E. Berry
P.O. Box 311
Beaverton, Oregon

Dear Sir:

We are enclosing for your records and files a fully executed copy of an agreement between George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers, State Highway Department and Western Casualty and Surety Company, covering the assignment of Contract No. 5924. This contract covers the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
OCT 30 1961
FOR FILING

5-1(a)

5924

October 27, 1961

Mr. Walter Goodat
1735 S.E. Union Avenue
Portland 14, Oregon

Dear Sir:

We are enclosing for your records and files a fully executed copy of an agreement between George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers, State Highway Department and Western Casualty and Surety Company, covering the assignment of Contract No. 5924. This contract covers the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
OCT 16 1961
FOR FILING

( )
5924

October 13, 1961

Oregon State Highway Commission

Gentlemen:

A request has been received from George E. Berry, contractor on the state highway project designated as the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County, for assignment of his contract. Mr. Berry desires to assign his contract, No. 5924, to George E. Berry and Walter Goodat, dba Goodat Crane Service, joint verturers.

The request of Mr. Berry has been investigated and meets with our approval, and it is recommended that you grant permission for the assignment of Contract No. 5924 by George E. Berry, an individual, to the said George E. Berry and Walter Goodat, dba Goodat Crane Service, joint venturers.

This matter will be on the agenda for the next meeting.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

cc Mr. P. M. Stephenson

PMS:er ms

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OCT 6 1961
FORM E-30 50M 6-61 36881
FOR FILING

5924

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1961

SUBJECT: Assignment agreement
George E. Berry; George E. Berry
and Walter Goodat, dba Goodat Crane
Service; the State of Oregon and
the Western Casualty and Surety Co.

To: Mr. P. M. Stephenson
Assitant State Highway Engineer

OFFICE

Attached hereto are six copies of the agreement in the above-entitled matter, prepared in response to your request.

The necessary number of copies should be forwarded to Victor S. Risley Co., 223 Board of Trade Building, Portland 4, Oregon, former Resident Agent for the Western Casualty and Surety Co.

Additional copies of the agreement are available in this office.

JNHershberger
J. N. HERSHBERGER
Staff Attorney

JNH:bjk
cc: L. I. Lindas
Attachments (6)

NOTED
P. M. STEPHENSON

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6 1961
FOR FILING

5-1 (7)

5924

9

October 3, 1961

Oregon State Highway Commission

Gentlemen:

Effective 1 p.m., Tuesday, October 3, a 35-mile-per-hour temporary construction speed zone was established on the Tillamook River Bridge Section of the Netarts Highway, No. 131, between M.P. 7.57 and M.P. 7.70.

It is recommended that you confirm this action.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

VPJ:pk me

cc G. S. Paxson
P. M. Stephenson
F. B. Crandall

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 30, 1961

Section Tillamook River Bridge

Kind of work Bridge, Grading & Oiling

Highway Netarts County Tillamook

Section prefix 129-1073

Contractor George Berry

Contract number 5924

Date of contract May 26, 1961

Specified work days 140

Date work started (see bridge report), 19

Work days used (see bridge report)

Project authorization $283,480.88-

Per cent of time elapsed " %

Exclusive of engineering . . . . $

Estimated cost of completed project, exclusive of engineering . . . . $"

Estimated per cent overrun or underrun . . . . " %

Per cent of contract completed, based on estimated cost Grading, & Oiling only (.incl. Guard Rail) 68 %

Engineering authorization . . . . $ see bridge report

Grading only / Engineering cost to date $ 4,239.98, " %

Date project was completed -, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	Guard Rail ~~STRUCTURES~~	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	0	97	0	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Discussion was held in Div. office with Div. Engr. & Asst. on Monday re whether to proceed with oiling this year. Contractor had planned to try to start it Wed. It was decided not to make too much concession on specifications and take risk of poor results. Contractor was advised that afternoon as follows:

1) We would insist that complete grade be oiled at once. (A 200' section at West end of bridge is still not completed because of bridge materials stored on it.)
2) No oiling would be permitted after Sept. 30 (This would mean insufficient time left to get a seal on if it had to wait the specified 3 days after last oiling.
3) Air temperature of approx. 70 degrees would be required before oiling would be permitted as per standard specs. (Temperature at the time in Tillamook with sun out and a fair day was 57 degrees)
4) We would insist on an approved sub-contract if oiling was to be done by others. Contractor (Mr. Goodat) claims he had arranged for the county to do the oiling but not as a sub-contractor; he was to rent their equipment and carry their employees on his own payroll.

NOTED

Therefore no oiling was done and job will carry over to next year. Additional levelling course was spread on Tues. to provide more crown in the gravel surface for the winter and plenty of material for blading. We had a nice day Wed. but it rained that night.

Asst. Div. Engr. Asburry over job on Thurs.

Signed John A. Bond
Res. Engr.

Address P.O. Box 169, Tillamook

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

Revised anticipated completion date: June 15, 1962

9B 13

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27	0.51		0.51	
Miles partially completed	–	0.04		0	
Miles completed	0.27	0.47		0	
Total estimated quantities (contract)	5850	7130		44 ton	
Total quantities corrected to date	"	6400		"	
Estimated quantities moved or placed to date	"	5857		0	
Average daily quantities		–		–	
Average daily quantities necessary to complete project on time				–	
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5 (for 2 days only)			

Men 3

Supervision 1 (part time)

Men and trucks under 3 tons –

Men and trucks over 3 tons 2

Men and tractors –

Equipment used during week: Shovels ...., Power-graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	6-cast A.M. Fair P.M.		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Showers		
Friday	Fair		
Saturday			

7-18-61

RECEIVED
JUL 21 1961
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Monthly Transaction No.	Form PR-2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. S-1(9)	**FEDERAL-AID PROJECT AGREEMENT**	County **Tillamook**
3924		Project No. **S-1(9)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Tillamook Bridge Section
(Approximately 1.7 miles west of Jct. FA 2)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	4-17-59	------
Rights-of-Way		
Construction	4-17-59	0.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 373,924	Federal funds $ 235,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: **E. C. Wright**
Administrative Manager

Date executed by Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Tillamook River Bridge Section, Project No. S-1(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RNC:bm

June 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Tillamook River Bridge Section, Project No. S-1(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:sw

Encls.

Federal Aid Secondary
Project No. [illegible]-1(9)

Oregon State Highway Department

TILLAMOOK RIVER BRIDGE SECTION OF THE NETARTS HIGHWAY IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1961

Type Code P. E.

Preliminary Engineering	All Required		$ 1,000.00

Type Code 0010
Roadway (Sta. 15+58.26 to Sta. 49+00)(Contract No. 5789)

Clearing and Grubbing	All Required		$ 2,000.00
Special Borrow Excavation, Unclassified	111,000 cu.yds.	$ 0.62	68,820.00
General Excavation, Unclassified	3,500 cu.yds.	0.62	2,170.00
72-inch Asbestos-Protected Corrugated Metal Pipe	160 lin.ft.	42.00	6,720.00
Loose Riprap	660 cu.yds.	5.00	3,300.00
Sprinkling	110 M-gals.	3.00	330.00
			$ 83,340.00
Flagging (57½% of Contractor's Cost)	All Required		$ 500.00
Signing	All Required		200.00
Work by West Hills Water Co.	All Required		500.00
Work By Pacific Tel. & Tel. Co.	All Required		1,000.00
Work by Tillamook P.U.D.	All Required		1,500.00
			$ 87,040.00

Type Code 5231
Roadway (Sta. 15+58.26 to Sta. 49+00)(Contract 5924)

General Excavation, Unclassified	150 cu.yds.	$ 1.50	$ 225.00
Special Borrow Excavation, Unclassified	5,700 cu.yds.	1.10	6,270.00
12-inch Concrete Pipe	55 lin.ft.	5.00	275.00
Metal Guard Rail	1,400 lin.ft.	3.50	4,900.00
Guide Posts, Type M-2	26 only	10.00	260.00
Coarse Crushed Material in Base	6,000 cu.yds.	3.10	18,600.00
3/4" - 0 Material in Base	1,130 cu.yds.	3.10	3,503.00
Sprinkling	190 M-gals.	3.00	570.00
Preparation of Base	0.51 mile	1,500.00	765.00
Furnishing and Placing Aggregates	440 cu.yds.	7.00	3,080.00
200-300 Asphalt	34 tons	70.00	2,380.00
RS-1 Asphalt	10 tons	70.00	700.00
Extra for Oiling Approaches	9 only	60.00	540.00
			$ 42,068.00

Flagging (57½% of Contractor's Cost)	All Required		$ 1,200.00
Signing (Temporary)	All Required		300.00
			$ 43,568.00
	Subtotal		$130,608.00
	10% Engr. & Cont.		13,060.00
		Total	$143,668.00

Type Code X031
Tillamook River Bridge (#1345')(Sta. 33+60 to Sta. 40+10)(Contract 5924)

Furnish Treated Timber Piling	13,300 lin.ft.	$ 1.30	$ 17,290.00
Drive Timber Piles	190 only	80.00	15,200.00
Treated Timber in Place	60 M-FBM	430.00	25,800.00
Class "A" Concrete (940 cu.yds.)	All Required		64,000.00
Metal Reinforcement (249,000 lbs.)	All Required		33,000.00
Structural Steel (160,500 lbs.)	All Required		36,000.00
Metal Parapet Rail	1,300 lin.ft.	6.50	8,450.00
8-inch Metal Drain Pipe	135 lin.ft.	5.00	675.00
Remove Old Bridge	All Required		8,000.00
	Subtotal		$208,415.00
	10% Engr. & Cont.		20,841.00
		Total	$229,256.00

Length of Roadway - - - - - - - - 0.510 Mile
Length of 1 Structure - - - - - - 0.123 Mile
Total Length- - - - - - - - - - - 0.633 Mile
Cost of Roadway Per Mile- - - - $281,701.96

SUMMARY OF FUNDS

	Total Cost	Federal Funds	State Funds	County Funds
Preliminary Engineering	$ 1,000.00	$ 600.00	$ 400.00	- -
Roadway	143,668.00	90,000.00	53,668.00	- -
Structure	229,256.00	144,400.00	69,856.00	$ 15,000.00
	$373,924.00	$235,000.00	$123,924.00	$ 15,000.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds For Maint: Chap. 529, laws 1939

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

S-1(9)
5924

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 5, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

George E. Berry started work on the Tillamook River Bridge Project, on the Netarts Highway in Tillamook County, Contract #5924, FAP No. S-1(9), on June 23, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
JUN 27 1961
FOR FILING

5924

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 26, 1961

Mr. George E. Berry
P. O. Box 311
Beaverton
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5924, awarded May 26, 1961, for grading-oiling-structures on the Tillamook River Bridge Section of the Netarts Secondary Highway in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

[illegible] County Commissioner

H. Clay Myers, County Commissioner

TILLAMOOK COUNTY

O. E. EFFENBERGER, County Judge
TILLAMOOK, OREGON

RECEIVED
MAR 15 1961
FOR FILING

5-1(a)
[illegible]

March 13, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

As requested in your letter of March 10, 1961, we are submitting county warrant in the amount of $15,000, constituting the county's share of the Tillamook River Bridge on Netarts Secondary Highway No. 131, contract on which will be awarded on or after May 23, 1961.

Yours very truly,

TILLAMOOK COUNTY COURT

O. E. Effenberger
O. E. Effenberger
County Judge

Enc. 1

Warrant #29438, $15,000.
sent to Acct. Div.
C. H.

RECEIVED
MAR 14 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED G. S. PAXSON

RECEIVED
MAR 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 13 1961
FOR FILING
5-1(9)
5924

March 10, 1961

Tillamook County Court
Courthouse
Tillamook, Oregon

Re: Tillamook River Bridge
Netarts Secondary Highway No. 131

Gentlemen:

The State hopes to receive bids and award a contract for the Tillamook River Bridge on the Netarts Secondary Highway at the bid opening in May of 1961. The agreement between the State and Tillamook County, dated July 25, 1960, provides in Article 2 of "Things To Be Done By County" that the County shall before award by the State of any contract for the construction of the project deposit with the State the sum of $15,000, constituting the County's total share in the cost of the project.

In order that no delay may be encountered in awarding a contract, it is suggested that the County make its deposit with the State prior to the opening of bids on the project, which is scheduled for May 23, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Department

GSP:ae

cc to: Mr. W. C. Williams
Mr. C. H. Maison

22-8308 McNamars Camp-Washburn Rock Prod.
Proj. Wilson River Hwy.
#5925 1961

RECEIVED
[illegible] 1962
FOR FILING

January 24, 1962

McNamars Camp-Washburn
Contract No. 5925

FINAL COST ANALYSIS

Rock Production
Contractor: Vanaken Sand & Gravel Co.
Resident Engineer: Lowell Johnston

Tillamook & Washington Counties
Prefix No. 29-8308-201(44)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1-1/2"-0 Cr.Mat'l in S.P.	1,336.37	Cu.Yd.	2.70	2.02	2,699.47	3,608.20
3/4"-0 Cr.Mat'l in S.P.	2,096.93	Cu.Yd.	2.90	2.22	4,655.18	6,081.10
3/4"-1/2" Cr.Mat'l in S.P.	1,177.61	Cu.Yd.	2.75	2.07	2,437.65	3,238.43
1/2"-1/4" Cr.Mat'l in S.P.	3,128.08	Cu.Yd.	2.80	2.12	6,631.53	8,758.62
1/4"-#10 Cr.Mat'l in S.P.	2,026.92	Cu.Yd.	3.24	2.56	5,188.91	6,567.22
3/8"-0 Cr.Mat'l in S.P.	4,810.41	Cu.Yd.	3.09	2.41	11,593.09	14,864.17
1/4"-0 Cr.Mat'l in S.P.	4,784.34	Cu.Yd.	3.09	2.41	11,530.26	14,783.61
Haul Adj. Favor of Contractor	123.90	Yd.Mi.	0.12		14.87	14.87
					$44,744.11	$57,916.22

Gross Revenue	$ 57,916.22
Total Cost	44,744.11
Net Profit	$ 13,172.11

Net Profit equals 22.7% of Gross Revenue

RECEIVED
JAN 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible]

DETAIL OF COSTS - Contract No. 5925

Labor:		
Supervision	$ 2,400.00	
Labor	7,554.37	
Labor Insurance	947.14	$ 10,861.51
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	18,826.40	
Equipment Rental, Hired	7,888.20	
Gas, Oil and Grease	2,808.23	
Bond	113.27	
Home Office and General Overhead	2,027.07	
Lumber	200.00	
Move In	1,500.00	
P.L. and P.D. Insurance	119.43	
Small Tools and Miscellaneous Supplies	400.00	33,882.60
	TOTAL COST	$ 44,744.11

Remarks - Contract No. 5925

This was a "State Project" calling for the crushing and stockpiling of approximately 18,900 cubic yards of crushed rock for later use by the State in connection with maintenance operations on the McNamars Camp-Washburn Section of the Wilson River Highway in Tillamook and Washington Counties.

The southwesterly end of the project was at Mile Point 27.70 which mile point is about 5.2 miles southwesterly of the county line between Tillamook and Washington Counties. The easterly end of the project was at the town of Washburn, (Mile Point 40.92). The overall length of the project was 13.22 miles.

The project was bid May 23rd. Clearing and building of haul road started June 23rd; crushing began July 12th and progressed very well with only minor delay. The rock quarry had previously been shot so additional shooting was not necessary. Project was completed August 31, 1961.

Equipment used on the project: 30-B shovel, D-7 cat with dozer, TD-9 with dozer, 6-unit crushing plant with 200 k.w. power plant, two dumpsters, three rented trucks fully operated, 105 compressor and miscellaneous small tools.

Supervision was very good and equipment in excellent shape contributing to a very good profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED
NOV 1 1961
FOR FILING

5925

November 1, 1961

American Insurance Company
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

State Highway contract #5925 for the McNamara Camp-Washburn Rock Production Project on the Wilson River Highway in Tillamook-Washington Counties was completed by the contractor, Vanaken Sand & Gravel Co., on August 31, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $1,751.91 will be released to the contractor on or after November 8, 1961. The total contract amount is $57,916.22, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Walts & Wieber Ins. & Real Est.,
1831 Pacific Avenue
Forest Grove, Oregon

cc: Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 1961

Section McNamars Camp-Washburn

Kind of work Rock Production

Highway Wilson River County

Section prefix 29-8308

Contractor Vanaken Sand and Gravel

Contract number 5925

Date of contract May 26, 1961

Specified work days 70

Date work started June 23, 1961

Work days used 63

Project authorization $ 63,712.13

Per cent of time elapsed 84.3 %

Exclusive of engineering $ 59,181.49

Estimated cost of completed project, exclusive of engineering $ 57,901.35

Estimated per cent ~~overrun o~~r underrun 2.16 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $4,530.64

Engineering cost to date $ 4,470.00, 98.7 %

Date project was completed August 31, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
-	-	-	-	-	-	100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The Semi-final Estimate was submitted to the Division office on Thursday, September 14, 1961.

No furthur weekly reports will be submitted.

CONSTRUCTION DIVISION
RECEIVED
SEP 18 1961

NOTED

N O T E D
FORREST COOPER

NOTED ☐ ☐ B ☒ ☐
CE ACE ACE COE

Noted
A. N. June

Signed

Address P.O.Box 4699 Sellwood Sta. Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	-	-	13.22	-	-
Miles partially completed	-	-	0	-	-
Miles completed	-	-	13.22	-	-
Total estimated quantities (contract)	-	-	18,900.66	-	-
Total quantities corrected to date	-	-	19,360.66	-	-
Estimated quantities moved or placed to date	-	-	19,360.66	-	-
Average daily quantities	-	-	0	-	-
Average daily quantities necessary to complete project on time	-	-	0	-	-
Number shifts per day	-	-	0	-	-
Hours per shift	-	-	0	-	-
Average force on project for week	-	-	0	-	-
Men			0		
Supervision			0		
Men and trucks under 3 tons			0		
Men and trucks over 3 tons			0		
Men and tractors			0		

Equipment used during week: Shovels -, Power graders -, Rollers -, Mixers -, Crushing or screening plants -

Compressors -, Bulldozers -, Compaction rollers -, ... -, ... -, ... -

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	2		

RECEIVED
JUN 29 1961
FOR FILING

5925

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 28, 1961

Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5925, awarded May 26, 1961, for the McNamars Camp-Washburn Rock Production Project on the Wilson River Highway in Tillamook-Washington Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

32-3304 Wash. State Line-S. Enterprise-
Lewiston Hwy.

#5526 1961

RECEIVED
B 7 1962
FOR FILING

[illegible]

5926

February 6, 1962

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

A post-final payment in the amount of $180.00 will be made to W. R. Sutherland on contract #5926 for the Washington State Line-South Forest Boundary Rock Production Project on the Enterprise-Lewiston Highway in Wallowa County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $54,187.11, including the post-final payment. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hartford Accident & Indemnity Co.,
Spokane Service Office
404 Paulsen Bldg.,
Spokane 1, Washington

cc: Mr. W. R. Sutherland
Wilbur
Washington

RECEIVED
JAN 19 1962
FOR FILING

5926

January 19, 1962

Mr. W. R. Sutherland
Wilbur
Washington

Dear Sir:

The State Highway Commission, at its meeting on January 19, 1962, discussed with the Engineer your request for an extension of time on contract #5926. You requested 9 additional workdays within which to complete the Washington State Line-South Forest Boundary Rock Production Project on the Enterprise-Lewiston Highway in Wallowa County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 3 additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. F. Parson
L. V. Blickenstaff
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
DEC 29 1961
FOR FILING

[illegible]
5926

December 27, 1961

Request for Extension of Time
No. 2
January 19, 1962, Meeting

Oregon State Highway Commission

Gentlemen:

Mr. W. R. Sutherland, contractor on the Washington State Line-South Forest Boundary Section of the Enterprise-Lewiston Highway, Contract No. 5926, Rock Production, has requested an extension of nine days on his workday count without the assessment of liquidated damages. He gives change of quantities and sizes of rock as reasons for the request.

After this contract was awarded, a Price Agreement eliminated 2,400 cubic yards of 3/4 - ½-inch material and increased the ½ - ¼-inch and ¼ - #10 size approximately 2,000 cubic yards. It is estimated this increased the required crushing time by three days.

It is, therefore, recommended that an increase in the number of workdays without the assessment of liquidated damages be allowed in the amount of three days only.

This matter will be on the agenda for the January 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

GLD:db me

cc F. D. Morgan
C. N. Maison

RECEIVED
FEB 19 1962
FOR FILING

5926

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#2

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5926 Contractor W. R. Sutherland

Highway Enterprise-Lewiston

Section Wash. State Line-S. Forest Boundary

Kind of Work Rock Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows: [redacted]

It is recommended the contractor be allowed an increase of three workdays for reasons as stated on the attached letter.

DATE Jan 19, 1962 for three workdays

Recommended for Approval:

~~Asst~~ Division Engineer

Construction Engineer or Bridge Engineer

Asst State Highway Engineer

Contract No.	5926
Project designation (State-Federal)	State
Date awarded	May 26, 1961
Work started	July 10, 1961
Per cent completed / Date	100% Oct. 17, 1961
No. of Workdays Allowed	75
No. of Workdays Used	84
No. of Added Workdays Requested	9

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 11-17, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 75 days to 84 days, within which to complete our Contract No. 5926, without the assessment of liquidated damages. The said contract is described as follows:

Wash. State Line-S. Forest Boundry Enterprise-Lewiston Highway

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

The reason for this request is because of change in quantities and sizes of Rock to be produced after commencement of project.

Respectfully submitted,

W. R. Sutherland Gen. Contractor
Contractor

By W R Sutherland (owner)

CONSENT OF SURETY

Date November 27, 1961

We, HARTFORD ACCIDENT AND INDEMNITY COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Norman Knowlton
Attorney-in-fact
Norman Knowlton

(SEAL)

Norman Knowlton
Norman Knowlton Resident Ag

FORM E-30 50M 5-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1961

SUBJECT: Request for Increase in Workdays
Washington State Line-S. Forest Boundary
Enterprise-Lewiston Highway
Contract #5926, Rock Production

To: Mr. R. L. Porter
Ass't State Highway Engineer
BUILDING

The contractor, W. R. Sutherland, has requested an increase in the number of workdays from 75 to 84 on the above project, without the assessment of liquidated damages. He gives change of quantities and sizes of rock as reasons for the request.

Pertinent dates on this project are as follows:

May 26, 1961 - Contract awarded
June 5, 1961 - Workday count started
July 10, 1961 - Contractor started work
October 17, 1961 - Completion with 9 days excess charged.

After this contract was awarded a price agreement eliminated 2,400 cubic yards of 3/4-1/2 inch material, and increased the ½-¼ inch and ¼-#10 size approximately 2,000 cubic yards. It is estimated this increased the required crushing time by 3 days.

We recommend an increase in the number of workdays without the assesment of liquidated damages in the amount of 3 days only. Your concurrence in this action would assess the contractor 6 days at $60 per day for a total of $360.

A rough draft to the State Highway Commission is attached.

F. D. Morgan
Construction Engineer

by

G. L. Decker
G. L. Decker
Field Construction Engineer

RECEIVED
DEC 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

GLD:db
Attach

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 21, 19 61

Section Wash. State Line-S. Forest Boundary

Kind of work Rock Production

Highway Enterprise-Lewiston County Wallowa

Section prefix 32-3304

Contractor W. R. Sutherland

Contract number 5926

Date of contract May 26, 19 61

Specified work days 75

Date work started July 10, 19 61

Work days used 84

Project authorization . . . . . $ 60,358.00

Exclusive of engineering . . . . $ 56,530.32

Per cent of time elapsed 112 %

Estimated cost of completed project, exclusive of engineering . . . $ 54,547.11

Estimated per cent overrun or underrun . . . underrun 3.5 %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization . . . . $ 4,327.68

Engineering cost to date $ 4,165.33, 96 %

Date project was completed October 17, 19 61

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The contractor crushed all day Monday and finished the project Tuesday A. M.

All of the stockpiles have been measured and the contractor's equipment is nearly all moved out.

Final Report.

NOTED

Ey B KP

Signed J W Blickenstaff

Address Box E, Elgin

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			15,150		
Total quantities corrected to date			16,076.63		
Estimated quantities moved or placed to date			16,076.63		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			9		

Men 5

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 3

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Compaction rollers ...., Mobile Loader 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 28 1961
FOR FILING

[illegible]

June 28, 1961

State Industrial Accident Commission
Labor & Industries Building
Salem, Oregon

Attention: Mr. H. W. McCauley

Contract
[illegible]

Gentlemen:

This will acknowledge your letter of June 26 advising that W. R. Sutherland, Wilbur, Wn., is not on record with your Commission. This is in connection with our contract bid letting of May 26, 1961.

We are advising the contractor that he will be required to accept the provisions of the Workmen's Compensation Act.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

June 26, 1961

ATTENTION: Rate & Survey Section

Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

#58 #5926

The notice of the contract awards made on May 26, 1961, indicates that W. R. Sutherland of Wilbur, Washington has been awarded a contract on the Washington State Line-S. Forest Boundary Rock Production Project in Wallowa County.

This firm is not of record with this Commission, therefore, we are writing to them to properly establish an account for their work to be performed in Oregon.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION
R. G. Savage, Assistant Commissioner

By: H. W. McCauley
H. W. McCauley

HWM:JK

RECEIVED
JUN 27 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 28 1961

FOR FILING

[illegible]

5926

June 28, 1961

Mr. W. R. Sutherland
P. O. Box 22
Wilbur, Wn.

Dear Sir:

We have been notified by the State Industrial Accident Commission that you are not on record with their department. This is in connection with the low bid which you submitted on May 26, 1961, for the Washington State Line-S. Forest Boundary Rock Production Project in Wallowa County, Contract No. 5926.

If you have not already done so, will you please secure the necessary registration material to establish an account with the State Industrial Accident Commission, Labor and Industries Building, Salem, Oregon?

This is in connection with the Workmen's Compensation Act for the State of Oregon.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
State Industrial Accident Commission
Labor and Industries Building
Salem, Oregon

RECEIVED
JUN 28 1961
FOR FILING

[illegible]

5926

June 23, 1961

CERTIFIED MAIL

Mr. W. R. Sutherland
P. O. Box 22
Wilbur, Wn.

Dear Sir:

Your Contract No. 5926 for rock production on the Washington State Line-South Forest Boundary Section of the Enterprise-Lewiston Highway in Wallowa County has been received in this office fully executed.

We are therefore returning your proposal guaranty as follows: Cashier's Check #6905 in the amount of $2,500; U.S. PMO #9-3,892,624 for $100; U.S. PMO #9-3,892,625 for $100; and U.S. PMO #9-3,892,626 for $6.21 - total deposit being $2,706.21.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.

cc Mr. John Herr
fp

RECEIVED
FORM E-12
JUN 22 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, [illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5926

June 22, 1961

Mr. W. R. Sutherland
~~Wilbur~~
Washington

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract ~~#5926,~~ awarded May 26, 1961, for the Washington State Line-South Forest Boundary Section of the Enterprise-Lewiston Highway in Wallowa County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

33-8311 Bear Springs Rock Prod. Proj. vicinity of Warm Springs Jct.
#5227 1961

RECEIVED
JUL 17 1962

FOR FILING

5927

July 16, 1962

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5927, awarded to Cody Logging Co., for the Bear Springs Rock Production Project on the Warm Springs and Wapinitia Highways in Wasco County.

This contract was completed on May 8, 1962, and was accepted by the Highway Commission on May 25, 1962. Final payment in the amount of $839.07 will be released to the contractor on or after July 23, 1962. The total contract amount is $27,969.03 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: Cody Logging Co.,
Route 1, Box 116
Tygh Valley, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 18, 1962

Section Bear Springs Rock Production

Kind of work Rock Production

Highway Warm Springs & Wapinitia County Wasco

Section prefix 33-6311

Contractor Cody Logging Co.

Contract number 5927

Date of contract May 26, 1961

Specified work days 50

Date work started June 6, 1961

Work days used 96

Project authorization $35,412.50

Exclusive of engineering $31,036.50

Per cent of time elapsed 192 %

Estimated cost of completed project, exclusive of engineering $30,729.35

Estimated per cent or underrun 0.91 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,376

Engineering cost to date $2,702, 107.9 %

Date project was completed May 8, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This project was completed.on May 8, 1962.
Quanities have been computed and the semi-final estimate will be submitted soon.
The contractor completed the removal of the crusher on Wednesday.

Completed May 8, 1962.

NOTED

CONSTRUCTION DIVISION
RECEIVED
MAY 22 1962

Signed

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			12,000		
Total quantities corrected to date			12,389		
Estimated quantities moved or placed to date			12,389		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy-Shw.		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

RECEIVED
SEP 29 1961
FOR FILING
23-2311
5927

9

Cody Logging Company
Route 1, Box 115 Tyg [illegible]
Phone Wamic 2272

September 25, 1961

W. C. Williams
State Highway Engineer
Salem, Oregon

5927

Dear Sir:

In reference to your letter of September 20, 1961, please be advised that we will be in and operating by October 9, 1961, on a two shift basis. Our production should be [illegible] cu. yds. per shift.

Very truly yours,
Cody Logging Company

W. D. Cody

cc Glen Falls Insurance Co.
James E. Schram & Co.
609 Mead Building
Portland 4, Oregon

orig to Const.

9

RECEIVED
SEP 22 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORM E-123-X 50M 1-61

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

33-8311
5927

September 20, 1961

Cody Logging Company
Route 1,
P. O. Box 116
Tygh Valley, Oregon

Gentlemen:

Your attention is directed to Contract No. 5927, Bear Springs Rock Production, in Wasco County awarded to you on May 26, 1961. Fifty (50) workdays were specified for the completion of the project. As of September 15, 1961, you had used 65 days and had accomplished none of the contract work.

Due to your delay in prosecuting the work on this project, additional difficulties are anticipated over those that would have prevailed had you done the work during the season covered by the specified work time. The quarry offered as a source is one that "works" well in dry weather. However, the onset of the rainy season will undoubtedly make it necessary for you to perform considerable washing in order to keep your screens clean and in order to achieve the specified product.

The liquidated damages attached to this $29,700 contract amount to $60 per day for each day used beyond the specified 50. Please advise this office of your plans concerning the work stating when you intend to move in on the project and your expected average daily production.

Very truly yours,

W. C. Williams
State Highway Engineer

By
F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

cc Glen Falls Insurance Co.
James E. Schram & Co.
609 Mead Building
Portland 4, Oregon

FBK:fp
cc Forrest Cooper ✓
Floyd Query
A. E. Johnson

RECEIVED
SEP 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
FORM E-123
JUN 22 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

33-8311
5927

June 22, 1961

~~Cody~~ Logging Co.,
Route 1, Box 116
Tygh Valley
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5927, awarded May 26, 1961, for the Bear Springs Rock Production Project on the Warm Springs and Wapinitia Highways in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 5877 Ends with: Contract # 5927

FLASH CARDS: Begins every Contract

Remarks: #5877 continued from reel 103

Reel No. ______ Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 2 day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 5877 Ends with: Contract# 5927

FLASH CARDS: Begins every Contract

Remarks: #5877 continued from reel 103

Reel No. 104 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 2 day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm